

## **Terms and Conditions for usage of Mobile Application / Website**

**Aptapaas** was built keeping you and your growth in mind and hence to ensure WE delivering the best Services to You, please read the Terms of Use and satisfy yourself as this Terms shall be applicable to You and is binding on You and if not, then you are not allowed to use the Services

This Terms and Conditions for usage of Website, i.e., [www.aptapass.com](http://www.aptapass.com), is an electronic record as per the Information Technology Act, 2000 (hereby referred to as the "Act") and rules made under it as applicable and provisions relating to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system/mobile application and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and User agreement for access or usages of the [www.aptapass.com](http://www.aptapass.com)/ShopBeep ("**Website**"/"**Mobile Application**"). This electronic record is generated by a computer system and does not require any physical or digital signatures. The Website/Mobile Application by name [www.aptapass.com](http://www.aptapass.com)/ShopBeep is an initiative of Aptapaas, having its office at 1 Saraswati Nivas, Maharshi Karve road, Thane. (Hereinafter referred to as the "**Company**"). All the terms as stated herein shall be also applicable for usage of Mobile app of the Company

On accessing the Website/Mobile Application on this and on each subsequent occasion You will be deemed to have accepted all of the Terms and Conditions that apply to its use and to the facilities and services provided by it. If You do not agree to or do not wish to be bound by the Agreement, You may not access or otherwise use the Website/Mobile Application in any manner. For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a Registered User of the Website/Mobile Application by providing registration data while registering on the Website/Mobile Application as Registered User using the computer systems. The term "we", "us", "our" shall mean Company. The terms and conditions is written in English and is the complete and exclusive agreement between the You and Company regarding the usage of the Website/Mobile Application.

Company is in the Development Phase and is constantly improving so as to provide the best user experience. It is hence stated that the functionality and availability of the Services provided by Company may vary from time to time without prior notices.

As stated since the Company is in Development Phase and is constantly improving so as to provide the best user experience, there is a possibility of that the functionality and availability of the Services provided by Company may vary from time to time without prior notices. Because of continuous development and improvement, you must accept that Company may discontinue (temporarily or permanently) providing the Service (or any features within the Services) without any prior notices. Also, you must acknowledge the fact that Company retains the authority to disable access to your account and prevent you from accessing the Services provided by Company, your account details or any files or other content which is contained in your account. In using the services of Company, you should not:

- engage in or facilitate unlawful conduct;
- use the service in any way that harms Company or any customer;
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the service;
- damage, disable, overburden, or impair the service (or the network(s) connected to the service) or interfere with anyone's use and enjoyment of the service; or resell or redistribute the service, or any part of the service.

### **ARTICLE 1: DEFINITIONS**

1.1] All of the defined and capitalized terms in these T&Cs will have the meaning assigned to them here below:

1.2] "Applicable Laws" shall mean and include all applicable statutes, enactments, acts of legislature or the Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, board, or a court.

1.3] "User" means the holder of online account with Company through Website/Mobile Application.

1.4] "RBI" means the Reserve Bank of India.

1.5] "RBI Regulations" means the Act and regulations made thereunder

1.6] "Services" means the features as provided on the Website/Mobile Application which be used by Vendors who are the customers of Company and to the customers of Vendors

1.7] "Site" shall mean [www.aptapass.com](http://www.aptapass.com)

1.8] "Product" shall mean the development and use of Website/Mobile Application

1.9] "Terms and Conditions of Service" or "T&Cs" refers to the terms and conditions that are available at the Site/Mobile Application for the use of Services.

1.10] "Transaction" shall mean every payment made for the Services by the Vednor using the said Website/Mobile Application

1.11] "We", "Our" or "Us" refers to Company. "You", "Your or "Yourself" shall mean reference to User and any other user accessing the Website/Mobile Application.

## **ARTICLE 2: INTERPRETATION**

2.1] Any reference to the singular includes a reference to the plural and vice versa, unless explicitly provided for otherwise; and any reference to the masculine includes a reference to the feminine and vice versa.

2.2] Headings and captions are used for convenience only and will not affect the interpretation of these T&Cs.

2.3] Any reference to a natural person will, unless repugnant to the context, include his heirs, executors and permitted assignees. Similarly, any reference to a juristic person such as Company will, unless repugnant to the context, include its affiliates, successors and permitted assignees

## **ARTICLE 3: WHAT IS SHOPBEEP PLATFORM ALL ABOUT?**

3.1] [www.aptapass.com](http://www.aptapass.com) is a website portal and also has the Mobile Application by name ShopBeep listed on Google Play and probably other avenues and [www.aptapass.com](http://www.aptapass.com) provides the service as defined above. There is no principal / agent relationship of any kind nor shall be implied from the provision of this service. Please note that [www.aptapass.com](http://www.aptapass.com) do not in any manner get involved in any communications between the any of the parties dealing through this Site or Mobile Application and there is no participation in any part of the transaction/s and hence at no point of time we shall be acting as witness in any of your transactions or dealings.

3.2] The Website/Mobile Application is merely a platform wherein the Users register themselves and post about themselves and their business products and or services, images and have their own sub-domain on temporary usage basis and also

catalogue, if possible and then all their details which can be seen by public at large on search engines, possibly and it can be said as match-making platform for User(s) to negotiate and interact with other User(s) for entering into negotiations in respect thereof for sale or supply of goods or services. Company in itself is just giving the platform with its unique features and experiences to Users and are not the parties to any sharing of information or negotiations that take place between the User(s) of the Website/Mobile Application and are further not parties to any agreement including an agreement for sale or supply of goods or services or otherwise, concluded between the User(s) of the Website/Mobile Application.

- 3.3] The Website/Mobile Application provides the platform that helps you buy products from various shops listed in application. We inform that We are simply a platform that provides you with online shopping service, in the event of a dispute, whether between you and another user, or between you and a third party, we're not under any legal obligation to get involved.
- 3.4] You will find that there are free products/services being offered by the Company and there are paid products/services. We request you to go through the list of all services including free and paid products/services wherein the different packages with prices has been offered to you. Please note that choosing the different packages is your sole discretion and we never recommend in person. However, we feel that to promote your business strategically and to ensure beating competitors, you opt for paid products/services as the services which are being offered will help you to reach you goal but at no point of time we take any responsibility or give any assurance of you getting business or doing business as this is your sole discretion.
- 3.5] The Company may also plan in future to link all its services for this Company and or its affiliated company to ensure better services to you

#### **ARTICLE 4: FEES, SUBSCRIPTION, WORKING, DATA, ETC**

- 4.1] Users have been allowed to use the Website/Mobile Application for FREE OF CHARGE, till not modified. The Product is allowed to use for showcasing their products which will be helpful for their customers who can then in turn post checking the products may purchase or not from such vendors. Company hereby states that once the Company decides to charge for such Services via Product, the Company will intimate them via email and Notice and personal calls, if required
- 4.2] Subject to paying the Subscription Fees, the restrictions set out in this para and the other terms and conditions herein, Company hereby grants to the Subscriber the right to use the Product in manner which is legal and meeting the purpose of Product. The Subscriber undertakes that: (a) it will not allow or suffer any password or user's email address to be used by other than him; (b) shall keep secure and confidential his password and email address for his use of the Subscription Services; (c) it shall notify Company immediately if it believes there has been any breach of security (such as the disclosure, theft or unauthorized use of any user name or password); (f) it shall use all reasonable endeavours to prevent any unauthorized access to, or use of, the Subscription Services; (g) it will comply with the Website/Mobile Application Terms of Use and Privacy and Cookies Policy ; (h) It acknowledges that this is a material term of the contract. Company reserves the right to access and monitor password-protected information, including any information concerning activities in relation to a Subscription in order to fulfil its obligations under these Terms, to protect or comply with its legal rights and obligations and for other purposes as set out in our Website/Mobile Application Privacy and Cookies Policy or otherwise notified to you.
- 4.3] Company does not store or keep credit card data in a location that is accessible via the Internet. Once a credit card transaction has been completed, all credit card data

is moved off-line only to ensure that the data/credit card information received is not accessible to anyone after completion of the on-line transaction and to ensure the maximum security. Company uses the maximum care as is possible to ensure that all or any data/information in respect of electronic transfer of money does not fall in the wrong hands. Company shall not be liable for any loss or damage sustained by reason of any disclosure (inadvertent or otherwise) of any information concerning the user's account and/or information relating to or regarding online transactions using credit cards / debit cards and/or their verification process and particulars nor for any error, omission or inaccuracy with respect to any information so disclosed and used whether or not in pursuance of a legal process or otherwise.

- 4.4] Cancellation/Refunds Terms: There is a Provisions for Refund of money in case you decide to stop using the Services of Products at any time on pro-rate basis and on your posting to cancel the services, the refund will be generated in 45 days
- 4.5] In order to access the Website/Mobile Application, Users need to have internet connection facility and relevant equipments and thereafter to create Account which we made it mandatory to have serious Users using the Website/Mobile Application Platform. When creating your account, You must provide accurate and complete information as this will only enable You and Your business to be seen by all the Users and visitors. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure [Your password should be a combination of alphabets and at least one number and a special character. You are solely responsible for actions taken under your password, and should not disclose it to anyone else. You cannot use your password for any unauthorised purpose]. You must notify Company immediately of any breach of security or unauthorized use of your account. Although Company will not be liable for any unauthorized use of your account, you may be liable for the losses of Company or others due to such unauthorized use
- 4.6] User(s) registering on the Website/Mobile Application on behalf of Business Entities represent and warrant that: (a) they have the requisite authority to bind such business entity this Agreement; (b) the address provided by such User(s) at the time of registration is the principal place of business of such business entity; and (c) all other information provided to Company during the registration process is true, accurate, current and complete. For purposes of this provision, a branch or representative office of a User(s) will not be considered a separate entity and the principal place of business of the User(s) will be deemed to be that of its head office. **PLEASE NOTE THAT** to accept the activation of User Accounts or membership, shall be at the SOLE DISCRETION of the Company without any damages be claimed for any reasons.

#### **ARTICLE 5: ELIGIBILITY, YOUR CONFIRMATION AND DECLARATION AND PROHIBITED ITEMS**

- 5.1] The Website/Mobile Application reserves the right to report to the relevant authorities any Users/persons supplying false information on the Website/Mobile Application. 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 Website/Mobile Application. Users are responsible for regularly reviewing these Terms of use. You must be at least 18 years of age and possess the legal authority to enter into this agreement and to use the Services in accordance with all Terms & Conditions herein. If you are using the Service, you further warrant that you have legal authority to enter into other agreements for performance of services. You agree to be financially responsible for all of your use of the Services (as well as for use of your account by others, including without limitation minors living with you). You also warrant that all information supplied by you or members of your business and / or household in using the Services, including without limitation your name, email address, street address, telephone

number, credit card number (when required), and if you are selling goods, all information about your listed goods, is true and accurate

As a minor if you wish to transact on the Platform, such transaction on the Platform may be made by your legal guardian or parents. Company reserves the right to terminate your account and / or refuse to provide you with access to the Platform if it is brought to Company's notice or if it is discovered that You are under the age of 18 years and transacting on the Platform

### **Guidelines for Authorised Representatives**

Any individual or company that get their products/services listed on this Website/Mobile Application platform for their company confirm that they are the legally authorised *representative*. Authorised representatives must:

- Never claim a business listing without express consent from the business owner.
- Never make false, misleading or unrealistic claims.
- Never use harassing, abusive or untrustworthy tactics with potential or existing customers.

- 5.2] It is your responsibility to determine whether the purchase or sale of any listed item is authorised by law, statute, or regulation. Without limitation, the following items may not be sold or offered for sale on the this Platform - firearms, explosives, and ammunition; alcoholic beverages; tobacco products; food that is not packaged or does not comply with all applicable laws for sale to consumers by commercial merchants; pharmaceuticals and controlled substances; counterfeit, pirated or stolen goods; any goods that infringe or otherwise violate another party rights, including copyright, patent, trademark, and rights of publicity and privacy; goods that are, in this Platform's discretion, indecent, obscene or pornographic; registered or unregistered securities; goods which you do not have the legal right to sell; goods which are misrepresented or which do not in fact exist; goods which, if sold via the services, would cause this Platform to violate any law, statute or regulation
- 5.3] By submitting this form, you authorise Company to contact you at the telephone number or email provided for this inquiry, even if you have previously registered on a Do Not Dial registry or requested Company or its agents to not send marketing or other information by phone or email. You agree we may use an auto-dialler to reach you. You understand that you are required to consent to receiving autodialled calls / messages / texts as a condition of procuring or using any this Platform products or services. You authorise and request this Platform to send you relevant and responsive ads and business listings that appear on the site to match your search and need. If you do not wish to authorise Company to contact you in this manner, you will need to call the Company to complete your request. The User by using this Platform hereby unconditionally consents to receive calls / SMS's from Company in accordance with the 'Do not disturb' guidelines of Telecom Regulatory Authority of India (TRAI) or such other authority in India and abroad.

### **ARTICLE 6: INTELLECTUAL PROPERTY RIGHTS**

- 6.1] Intellectual Property Rights means any trademarks, brands, logos, know-how, service marks, rights in designs, utility models, copyrights, trade and business names, rights relating to trade secrets or confidentiality, patents, inventions, rights in computer software, moral rights, database rights, knowhow, rights in domain names, drawings, technical information, specifications, instructions, processes, formulas/e and all rights of a similar nature subsiding anywhere within the world and rights to apply for protection in respect of any of the foregoing rights and/or any rights of Company in any specialized or other software that Company may provide or

make available to You including documentation whether or not any of the aforesaid are registered, and including any application for their registration. You will not gain by virtue of gaining access to [www.aptpass.com](http://www.aptpass.com) any rights of ownership of copyrights, patents, trade secrets, trademarks or any other Intellectual Property Rights owned by Company. Nothing in this Document shall give You, end users or any other third party any rights, title and interest in the Website/Mobile Application that vest in Company solely and wholly. You understands and agrees that you shall not have or obtain any rights in or to any Trademarks, labels, symbols, logos, copyrights or other property rights (this clause speaks of all the services we provide and all content on the Website/Mobile Application including but not limited to design, copy, search results, images, graphics, structure, layouts and the underlying software code) and all this are protected by copyright and trademarks. All rights are reserved, except for the limited licensed rights expressly granted below. You may not reproduce, republish, transmit or distribute any material or information on the Website/Mobile Application without our prior consent. We reserve the right, in our sole discretion and without notice to you, to terminate your licence to use of the Website/Mobile Application as User or otherwise and to prevent future access by you to the Website/Mobile Application. Nothing herein shall (a) provide to You any rights or license to use any Confidential Information in any manner other than as specifically provided for in this terms and conditions; (b) provide to You any rights or licenses to any intellectual property under any patents, copyrights or trademarks now or hereafter owned or developed by Company; or (c) be deemed to create any assignment to You of intellectual property rights in the Confidential Information and any revisions or modifications thereof, all of which rights are expressly reserved by Company

- 6.2] You/Users shall not directly or indirectly obtain or attempt to obtain any right, title or interest in or to any Intellectual Property Rights and agrees not to contest ownership of the Intellectual Property Rights or goodwill associated therewith. You/Users further agree to take no action whatsoever which might jeopardize, limit or interfere with ownership or use of the Intellectual Property Rights of Company. You/Users agrees to inform Company immediately of any act of unfair competition or infringement of any Intellectual Property Right of which the You/Users may become aware. Not informing about the same shall amount to failure in obligation of You/Users.
- 6.3] The Website/Mobile Application are and will and shall at all the time remain the sole and exclusive property of Company.
- 6.4] You/Users agrees that, it shall not at any time (i) break or reverse engineer the technology relating to the Products; (ii) test or cause to be tested the Product to analyze the process or the technology developed by Company or (iii) use any information, basic engineering and manufacturing techniques, designs, drawings, etc. if received or obtained in respect of this technology developed by Company to develop the Products on its own or through its subsidiaries, associates and sister concerns or by any other third party.
- 6.5] Nothing in this Document shall give You or any other party using the Product any rights, title and interest that vest in Company solely and wholly. You understands and agrees that you shall not have or obtain any rights in or to any Trademarks, labels, symbols, logos, copyrights or other property rights (this clause speaks of all the services we provide and all content on the Website/Mobile Application including but not limited to design, copy, search results, images, graphics, structure, layouts and the underlying software code) and all this are protected by copyright and trademarks. All rights are reserved, except for the limited licensed rights expressly granted below.
- 6.6] You shall not reproduce, republish, transmit or distribute any material or information on the Product without our prior consent. We reserve the right, in our

sole discretion and without notice to you, to terminate you from using the Product. Nothing herein shall (a) provide to You any rights or license to use any Confidential Information in any manner other than as specifically provided for in this terms and conditions; (b) provide to You any rights or licenses to any intellectual property under any patents, copyrights or trademarks now or hereafter owned or developed by Company; or (c) be deemed to create any assignment to You of intellectual property rights in the Confidential Information and any revisions or modifications thereof, all of which rights are expressly reserved by Company

6.7] Company is not party to IPR / copyright disputes related to text / images / logos displayed in Mobile Application and the same shall be purely owned by respective vendor and nothing is creation of Company except Aptapaas & ShopBeep logos.

6.8] **Intellectual Property Rights (IPR) Protection Policy:** Company respects intellectual property rights of others and Company expect users to honour the same. Company supports protection of third-party Intellectual Property Rights including Design, Patent, Copyrights, Trademarks, etc ("IP"). It is relevant that in case you are the holder of an IP, Company is committed in helping you protect your IP legal rights and for this Company have established certain policies for considering trademark and/or copyright infringement claims. Intellectual Property Rights means any trademarks, brands, logos, know-how, service marks, rights in designs, utility models, copyrights, trade and business names, rights relating to trade secrets or confidentiality, patents, inventions, rights in computer software, moral rights, database rights, know-how, rights in domain names, drawings, technical information, specifications, instructions, processes, formulas/e and all rights of a similar nature subsiding anywhere within the world and rights to apply for protection in respect of any of the foregoing rights and/or any rights of Company in any specialized or other software that Company may provide or make available to You. Nothing in this Document shall give You, end users or any other third party any rights, title and interest in the Website/Mobile Application of Company that vest in Company solely and wholly. If Complaining Party would like to submit a IP infringement claim for violation of a IP Rights on which Complaining Party hold a Registration Certificate, Company requests that the Complaining Party substantiate such claim by providing the information via email to **contact.aptapaas@gmail.com**. Company hereby request the Complaining Party to send all the information as under thought not limited or be specific so as to ensure considering Complaining Party complaint as effective complaint including "Registration Certificate of IP Legal Rights". Upon receipt of the appropriate information, Company will initiate an investigation and forward the Complaining Party's written notification to the alleged infringer. While Company is investigating the claim, Company, at its sole discretion and without any legal obligation to do so, may temporarily remove the allegedly infringing material from Company Website/Mobile Application, notify the alleged infringer of the same and / or deny access to the allegedly infringing material. If Company concludes that the Complaining Party has raised a legitimate trademark claim, it may, at its sole discretion and without any legal obligation to do so, permanently remove the challenged material from Company continue to suspend the alleged infringer's account in Company. If Company concludes that the Complaining Party has not raised a legitimate claim, Company will restore access to the allegedly infringing material.

## **ARTICLE 7: INDEMNIFICATION**

7.1] You hereby agrees and undertakes fully and effectively to indemnify and keep indemnified **Company** for and against all damages, losses, liabilities, claims, demands, expenses (including reasonable legal and professional expenses), costs (including costs of settlement) and fees arising from your illegal use of the Website/Mobile Application and contrary to the terms as stated herein whether the



action be based on warranty, contract, negligence or otherwise. You agree that you shall not make any claims, demands, losses, costs, damages, suits arising out of the use of the services on this Website/Mobile Application. **Company** com including any injury or death caused to you or any other person or property or by infringement or allegedly infringement of the proprietary rights of a third party including copyright infringement or for any defective or otherwise and will defend, indemnify, save and hold **Company** harmless from any and all demands, liabilities, losses, costs, damages, suits and claims, including reasonable attorney's fees asserted against **Company**, its directors, officers, employees, agents, and customers by a third party, that arises or may arise or result from any goods and services sold or distributed or made available to you or your representatives, agents, employees or assigns from **Company** You further agree to indemnify us and our service providers and licensors against any claims in respect of any such matter. Without limiting the generality of the foregoing, you specifically acknowledge, agree and accept that we are not liable to you for:

- The defamatory, undesirable or illegal conduct of Users;
- Any loss incurred in transmitting information from or to us or from or to our Website/Mobile Application by the internet or by other connecting media
- Any technical failures, breakdowns, defects, delays, interruptions, improper or manipulated data transmission, data loss or corruption or communications' infrastructure failure, viruses or any other adverse technological occurrences arising in connection with your access to or use of our Services
- The accuracy, completeness or currency of any information services provided on the Website/Mobile Application;
- Any delay or failure on our part to intimate you where we may have concerns about your activities; and
- Your activities / transactions on third party websites accessed through links.
- breach of any provision or non-performance of any of its obligations under this Terms of Service
- By reason of any infringement of third party rights (including intellectual property rights);
- Your failure to use Anti-Virus to safeguard your Computer or Laptop or equipment via which you are using this Platforms and due to your such failure the data is lost due to any virus cause due to no fault of Company
- Any activity related to your account, be it by you or by any other person accessing your account with or without your consent.

#### **ARTICLE 8: COURT JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION**

- 8.1] This Agreement shall be governed and construed in accordance with the laws of India and, exclusive jurisdiction over all matters arising in connection with this Agreement shall vest in the courts at Vashi Navi Mumbai, Maharashtra, India and the Parties agree to submit to the same.
- 8.2] Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Vashi, Navi Mumbai, Maharashtra, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law. The number of arbitrator shall be Sole which shall be appointed by Company. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.



- 8.3] Company may at any time, terminate its legal document with you if: (a) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or (b) Company is required to do so by law; or (c) for reasons Company has decided to wind up.

#### **ARTICLE 9: DISCLAIMER / LIABILITY DISCLAIMER**

- 9.1] Company will not be responsible for any damages or loss, which you may suffer. Company makes no warranties of any kind, expressed or implied for services Company provides. Company disclaims any warranty or merchantability or fitness for a particular purpose, this includes loss of data resulting from delays, non-deliveries, wrong delivery by vendors or else using the services of Company as the only services of Company is to provide information of its vendors to their customers. Company makes no representation or warrants as to the suitability, authenticity, capability, capacity, wear and tear, fitness, quality or quantity or otherwise of the goods and services bought by the user from the vendor by the customer who are using the mobile application/website developed by Company. Company disclaims all warranties and conditions, express or implied with regard to the goods/services including all implied warranties of merchantability, fitness for a particular purpose, title and non - infringement. Company may modify, amend, delete, add to or replace any of the features in mobile application / website at any time without notice. You shall be solely responsible for ensuring that any downloaded do not have any copy error or omissions, and are not used out of context. Company shall not under any circumstances be liable for any special or consequential damages or any other damages whatsoever, arising directly or indirectly from or in connection with the use of or reliance upon any of the materials. Some jurisdictions may not allow the exclusion of some or all of these implied warranties, so the above exclusion may not apply to you. Company makes no representations about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components and accuracy of the information, software, products, services and related graphics contained within the Company for any purpose. All such information, software, products, services and related graphics are provided "AS IS" without warranty of any kind. In no event shall Company will be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use of the Product of Company.

#### **ARTICLE 10: OTHER IMPORTANT PROVISIONS**

- 10.1] You are hereby informed that in to use the Service of Products of Company you will need to register as per the guidelines/process stated therein or emailed to you via email to your given email id. As part of the registration process, you will be given a user name and password. You will be responsible for maintaining the confidentiality of your password and restricting access to your computer, as you will be accountable for any activities conducted under your password. If you believe that someone has accessed your account without authorisation, please contact us immediately. You agree that the information supplied with your registration will be truthful, accurate and complete. You also agree that you will not attempt to register in the name of any other individual nor will you adopt any user name with we deem to be offensive. All personal information supplied by you as part of the registration process will be protected and used in accordance with the terms of our Privacy Policy
- 10.2] Company may contain hypertext links to Website/Mobile Application that are not operated by us. Please take a note that there is no control on such Website/Mobile Application and Company are not responsible for their content in any manner whatsoever and the inclusion of hypertext links to such Website/Mobile Application does not imply any endorsement of the material contained on the Website/Mobile

Application or of the owners. You may establish a hypertext link to the Website, without the need for our written consent, provided there is thereby no implied endorsement or sponsorship of you, your company or your website by us. Any such links are established at your own risk and you accept liability for any adverse consequences on the operation and functioning of the Website arising a result of such links.

- 10.3] If any of the Services You use require an account, before using the Service you must open an account by completing the required registration process. This will include providing the Website with current, complete and accurate information, including, without limitation, your email address. You may also be asked to choose a password and a user/account name. Your user/account name must be unique and cannot be vulgar or otherwise offensive nor should it infringe any trademark or other proprietary rights of a third party. Your user/account name can be used only in accordance with these Terms of Service and the Privacy Policy. Your membership or subscription is personal to you and you may not transfer or make available your account name and password to others and you may not use anyone else's account at any time. The Website will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.
- 10.4] The information/images displayed on the Website/Mobile Application is provided without any guarantees, conditions or warranties as to its accuracy and on as it whereas basis. To the extent permitted by law, Company hereby expressly excludes all conditions, warranties and other terms which might otherwise be implied by statute, any liability for a direct, indirect or consequential loss or damage incurred by any You in connection with the usage of Product. IN NO EVENT SHALL COMPANY, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ADVERTISERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS WEBSITE, THE MATERIALS, OR OUR SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. The aggregate liability of Company to you or anyone, whether in contract, tort, negligence or otherwise, howsoever arising, whether in connection with these Terms of Use, your access and use of this Website and its contents and functionalities or for any reason related to the operation of the Website and Services availed through our platform, shall not exceed Rs. 1,000/-
- 10.5] Company does not examine whether the advertisers are good, reputable or quality sellers of goods / service providers. You must satisfy yourself about all relevant aspects prior to availing of the terms of service. Company has also not negotiated or discussed any terms of engagement with any of the advertisers or vendors or its Users. The same should be done by you. Purchasing of goods or availing of services from advertisers/Vendors or else shall be at your own risk. We do not investigate, represent or endorse the accuracy, legality, legitimacy, validity or reliability of any products, services, deals, or other promotions or materials, including advice, ratings, and recommendations contained on, distributed through, or linked, downloaded or accessed from the Platforms. References that we make to any names, marks, products or services of third parties or hypertext links to third party sites or information do not constitute or imply our endorsement, sponsorship or recommendation of the third party, of the quality of any product or service, advice, information or other materials displayed, purchased, or obtained by you as a result of an advertisement or any other information or offer in or in connection with the Platforms. Any use of the Platforms, reliance upon any materials, and any use of the Internet generally shall be at your sole risk. Company disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability,

or operability or availability of information or material displayed in the search results in the Platforms. THE PLATFORMS USED TO PROVIDE THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. COMPANY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED UNDER LAW, ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF THE PLATFORMS AND SERVICES. COMPANY DOES NOT WARRANT THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY DISCLAIMS ANY AND ALL WARRANTIES TO THE FULLEST EXTENT OF THE LAW, INCLUDING ANY WARRANTIES FOR ANY INFORMATION, GOODS, OR SERVICES, OBTAINED THROUGH, ADVERTISED OR RECEIVED THROUGH ANY LINKS PROVIDED BY OR THROUGH THE PLATFORMS.

- 10.6] If any provision of this documents is invalid, as determined by a court of law having the jurisdiction to decide on this matter, then that provision will be removed from the document without affecting the remaining provisions of the document, which will continue to be valid and enforceable.
- 10.7] This Documents and any of its terms and provisions may be amended, modified, supplemented or waived by Company without any notice or specific notice to You. Any notice and other communications provided for in this terms and conditions shall be in writing and shall be sent to email id: **contact.aptapaas@gmail.com**
- 10.8] The User may not transfer, assign, charge or otherwise dispose of the Document which is personal to the User, or any of the User's rights or obligations arising under it, without our prior written consent. We will not refuse to give consent without good reason.
- 10.9] If any provision of this Document is invalid, as determined by a court of law having the jurisdiction to decide on this matter, then that provision will be removed from the Document without affecting the remaining provisions of the Document, which will continue to be valid and enforceable.
- 10.10] User agrees that if Company does not exercise or enforce any legal right or remedy which is set out in the Document, or which Company has the benefit of under any applicable law, this will not be construed as a formal waiver of Company's rights or remedies and that such rights or remedies remain available to Company.
- 10.11] This terms and conditions including Privacy Policy, Cookies, Disclaimer /Liability Disclaimer, any other policies, if any represents the entire agreement between You and Company. Company is committed to provide the best customer service experience, and by opting in to enter your mobile /landline number and other details, you give Company the consent to call/sms you on the shared number for your transaction, in spite of its possible registration under DND (National Do Not Call Registry).
- 10.12] Company or its associates may call you to understand your requirements and serve you best. We will make a record of information shared in such conversations and share with our associates to provide the best suiting property options to you.
- 10.13] Company will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Document that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) cyber-attack, machinery failure, systems collapse, strikes, lock-outs or other industrial action,

civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks, the acts, decrees, legislation, regulations or restrictions of any government.

- 10.14] Company may vary these Terms from time to time in the following circumstances: (a) Changes in how we accept payment from you, if any; (b) Changes in relevant laws and regulatory requirements, if any; (c) Changes in how we charge for subscription services; and (d) Changes in how Company deals with content, if any. Providing false information relating to age, name, address or any other may constitute an offence.
- 10.15] Your continued use of the Product after a change or update has been made to the Terms of Service will constitute your acceptance of such change or update.
- 10.16] Any comments or response received by Company on the goods / services shall be deemed non-confidential and Company shall be free, without obligation of any kind, to reproduce, use, disclose, transform, develop and distribute any information, ideas, concepts or know-how contained in such comments or response for any purpose whatsoever, without any notice or consideration to you. The information received by you in the website shall be sufficient consideration
- 10.17] Use of the Company is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. you agree to indemnify and hold Company, its subsidiaries, affiliates, directors, employees and officers, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on Company. Company reserves the right to disclose any personal information about you or your use of the Company, including its contents, without your prior permission if Company has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of Company or its affiliated companies; (3) enforce the terms or use; or (4) act to protect the interests of its members or others. Company performance of this terms and conditions is subject to existing laws and legal process, and nothing contained in this terms and conditions is in derogation of Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Company or information provided to or gathered by Company with respect to such use. If any part of this terms and conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the this terms and conditions shall continue in effect, unless otherwise specified herein, this terms and conditions constitutes the entire agreement between the user and Company with respect to Company and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Company with respect to the Company.
- 10.18] The Website reserves the right to report to the relevant authorities any person supplying false information on the Site. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, undischarged insolvents etc. are not eligible to use the Site/Website. Users are responsible for regularly reviewing these Terms of use. The most current version of the Terms of Service can be reviewed by clicking on the 'Terms of Use' hypertext link located on the Sites.

10.19] The Website/Mobile Application stores user information in a secure manner and the same is shared it with other companies & their staff to fulfil the service as required by you. For ex., Name, address, phone no & exact location is required to be shared with Courier Company. You hereby give the consent that the Company shall not be held not responsible for any loss or damage caused by any third party including Vendors, courier, etc

10.20] The Website/Mobile Application is the owner of data generated as stored or given by You (for eg which product is viewed most, which product is bought most etc). The Company will not share data about any particular user. However others may still be able to infer things using data shared with Vendors & third parties (same like courier example above)

## ARTICLE 11: PRIVACY POLICY & COOKIES

**Company** is committed to ensuring and earning the trust and confidence of users. **Company** understands that building a relationship of trust with our customers makes good business sense. **Company** respects absolutely the privacy of every person using our website and has created a Privacy Statement so that you may feel secure in using our on-line services. **Company** collects personal information that **Company** believe to be relevant and required to understand your needs and to conduct our business and during the registration of new customers or any person and these information's will be used to identify you for the better purpose of business, coordinating, providing services, sale of goods & services to the customers through this website and for the purpose of the transaction of online purchase by use the website. **Company** use your personal information to provide you with better customer services, products and information's. **Company** will not disclose your personal information to any external organization, unless **Company** have your consent or are required by law or have previously informed you, except for the purpose of the business or sale of goods & services to the customers through this website. **Company** does not disclose any personal information to advertisers and for other marketing and promotional purposes that could be used to personally identify you, like your password, credit card number and bank account number, except for the purpose of transaction proposed to be undertaken for sale of goods & services to the customers through this website. **Company** may be required from time to time to disclose your personal information to Governmental or judicial bodies or agencies or our regulators but **Company** will only do so under proper authority. **Company** will maintain security systems available and designed to secure and safeguard from possible threat of unauthorized access to your personal information by anyone, including our staff. **Company** will process credit card information using only secure avenues and will not share this information with anyone outside the group of companies divisions, departments or companies and individuals **Company** employ to perform functions on behalf of **Company** for the purpose of sending mail electronic or otherwise, processing credit card payments etc. Any such company or individual will have access to personal information needed to perform these functions but may not use it for any other purpose. In addition **Company** may compile non-personalised statistics for our own use so that **Company** can provide a better service to you. **Company** values the privacy of information pertaining to its associates. **Company** does not use or disclose information about your individual visits to our website or any information that you may give us, such as your name, address, email address or telephone number, to any outside sources, except for the purpose of the business. All other product or brand names and company names mentioned in this website are properties and trademarks or registered trademarks of their respective owners. **Company** reserves the right to refuse service to anyone at any time.

In case of any concern about your privacy, please write to us at "[contact.aptapaas@gmail.com](mailto:contact.aptapaas@gmail.com)".

**Company** collects anonymous information when people use our site. When you surf the Internet, your Internet browser (such as Netscape Navigator or Microsoft Internet Explorer) automatically transmits information to **Company's** web server logs. Examples of this information include the URL of the web page you were on before coming to **Company**, the

Internet Protocol (or IP) address (as explained below) of the computer you are using, the search terms you query, and the web pages you view. **Company** will use this information to personalize your experience on our site, to show you more relevant advertising messages, and to improve our services in general. **Company** will collect IP addresses for some purposes (for example, to report anonymous user information to our advertisers and to audit the use of our site). **Company** do not link a user's IP address to a person's personal information, which means **Company** will have a record of each user's session but the user remains anonymous to us. **Company** will use IP addresses to identify users of our site when **Company** feels it is necessary to enforce compliance with our Website Terms or to protect our service, site or other users from fraudulent behavior.

### **What information do we collect?**

'Personal Information' or 'PII' is defined as any information that identifies (whether directly or indirectly) to a particular individual or natural person, such as the individual's name, postal address, email address, mobile number and any other identifier indicating to that particular person. When anonymous information is directly or indirectly associated with personal information, the resulting information also is treated as personal information. We collect usage information when you use the Services. This includes information such as your computer's Internet Protocol (IP) address, operating system and browser type, the address of a referring website or a website to which you exit, the date and time you access or use the Services, items you click on, pages you view and the amount of time you spend on particular pages. The information about the user as collected by the Company is:

- Information supplied by users
- Information automatically tracked while navigation
- Inferred information through usage and log data
- Information collected from any other sources (like third party providers or social media platforms)
- Information collected at the time of registration

### **Use of Information Collected**

We use the Data about Customers to perform the Services requested. For example, if you fill out a "Contact Me" Web form, We will use the information provided to contact you about your interest in the Services. We may also use Data for marketing purposes. For example, We may use information you provide to contact you to further discuss your interest in our Services and to send you information regarding about our organisation, its affiliates and its partners, such as information about promotions or events.

### **Why is this Policy necessary?**

To make the most of your experience with us, we have to collect certain personal info from you. This Policy sets out how and when we collect information from you, as well as how and when we use and share this data.

**Cookies:** A "cookie" is a very small text file that is sent to your browser from a web server and stored on your computer's hard drive. It assigns a computer a unique identifier. It is essentially your identification card when you return to a web site. Cookies do not damage your computer.

Unless your browser is set to allow third parties to extract information (and the most popular browsers such as Netscape, AOL and Internet Explorer do not allow it), then cookies will not extract information from your hard drive. Rather, cookies save you time when you surf the Internet. They help us to provide you customization while you use our site without your having to remind us of your preferences each time you return to our web pages. You are not required to accept cookies in order to use our site. However, if you do not accept cookies, you will have to tell us your preferences each time you return to our site. You can configure your browser to accept all cookies, reject all cookies, or notify you when a cookie is set. Each web site can send cookies to your browser if your browser's

preferences allow it, but in the interest of your privacy, your browser will only allow a web site to access the cookies it has already sent to your computer, not the cookies sent to your computer by other web sites. **Company** may work to research certain usage and activities on our website. The information collected through these web beacons is used to find out more about our users, for more accurate reporting, and to improve the effectiveness of our marketing. Information recorded through the use of these web beacons is aggregated and then shared with us. No personally identifiable information about you is shared as a result of this research. **Company** or a third party links or our advertiser may run contests on our site on our web pages. If you decide to participate on contests, you should also refer to their privacy policy or our privacy policy in respect to that contest, if any. Third party advertisement server agencies collect anonymous information by way of the cookies they are authorized to send to **Company** users. These advertisement server agencies place their cookies on your computer when you first view an advertisement served by them (this could happen while you are on our site or another site where their advertisements are also served). These advertisement server agencies use their cookies to control the sequence of advertisements you see and to make sure you don't see the same advertisements too many times. Certain merchants, franchisee, sellers or advertisers on our website have from time to time put "tracking pixels" (sometimes also referred to as "web beacons", "web bugs", "sensors", "pings", "spotlight tags" and "clear GIFs") in their advertisements for the purpose of tracking your activities on our site. Bear in mind that the only way to ensure your personal privacy whenever you are on the Internet is to make sure your browser is configured so that you are alerted to all cookies. You should bear in mind that several of our goods and services are offered through third party web sites, some of which have their own registration process. **Company** offer co-branded pages that are "powered by" third parties. These pages have their own URL that you link to from **Company**, and the privacy policy of these third parties, not this one, applies to the collection of your information on those web pages.

If you have any questions about whether **Company** or a third party is collecting information, please contact us at [contact.aptapaas@gmail.com](mailto:contact.aptapaas@gmail.com).

In addition, **Company** contains links to other sites and sometimes allows other sites to be co-branded with the **Company** logo. The inclusion of the **Company** name at the top of a web page does not necessarily mean that this privacy policy applies. While **Company** will try its best to ensure that the privacy policies at these other sites are in line with our own, **Company** cannot represent or guarantee that they are. If you ever have any questions about whether certain information, content or services pertain to us, or are "powered by" a third party, please contact us at [contact.aptapaas@gmail.com](mailto:contact.aptapaas@gmail.com).

**Company** or some advertisers are able to collect your personal information through a special type of advertisement, which asks you for personal information. Such information may never be shared with the advertisers or **Company**. The advertiser may share your personal information with third parties. In addition, some of these advertisements provide online contests and sweepstakes. If you enter them, you agree that the contest or sweepstakes sponsor may use your name in relation to announcing and promoting the winners of the sweepstakes.

**Company Business Services:** **Company** offers businesses the opportunity to list their products on the **Company** and to submit URLs for inclusion in the **Company** index. In addition, **Company** also offers a wide range of advertising opportunities to drive traffic to your site. In the **Company** business services section of our site, **Company** will ask interested businesses to provide us with a contact name, email address, phone number and web site address. **Company** will also ask for company name, city, state, country and fax number on an optional basis. **Company** requests for this information so that it can contact you to reply to your request for information regarding our Business Solutions. **Company** may share this information to the extent necessary to provide you the service that you have requested.



**Company** does not collect any information in relation to third-party sites and therefore, no third-party sites are covered by this privacy policy. If you feel that a site using the **Company** brand and/or logo does not follow acceptable privacy practices, please contact **Company** at [contact.aptapaas@gmail.com](mailto:contact.aptapaas@gmail.com). Be sure to check the URL that you link to from **Company** web pages to determine whether this privacy policy applies. If you ever have any questions about whether certain information, content or services pertain to us, or are "powered by" these third parties, again please contact us at [contact.aptapaas@gmail.com](mailto:contact.aptapaas@gmail.com)

In addition to the anonymous information that certain advertisement server agencies collect through the use of cookies, as explained above, **Company** shares some of the anonymous information that it collects with them. However, if these advertisement server agencies collect or use any of your personally identifiable information, you may impugned them from doing so.

If a governmental agency requests information in the form of a subpoena, court order, or other legal process, **Company** will disclose only the information it has collected from its users.

**Company** may update this privacy policy from time to time. If **Company** is going to use personally identifiable information in a manner different from that stated at the time of collection, **Company** will notify you via email. You will have a choice as to whether or not **Company** can use your information in this different manner. In addition, if **Company** makes any material changes in its privacy practices that do not affect user information already stored in our databases, **Company** will post a prominent notice on our web site notifying users of the change. Bear in mind that the only way to ensure your personal privacy whenever you are on the Internet is to make sure your browser is configured so that you are alerted to all cookies.

Policy updated and effective date: 01 April 2021

**Company** as logo and word are registered trademarks of **Company** and the goods and services or products photographs, graphics and illustrations, may not be used or distributed for advertising, publicity, promotional or other commercial purposes without prior written authorization from **Company**.

**Privacy Support:** If you have questions or concerns regarding our Privacy Statement, please contact "[contact.aptapaas@gmail.com](mailto:contact.aptapaas@gmail.com)"

If you are less than 18 years of age (minor), **Company** is not bound by any obligations towards you and your access to **Company** is unauthorized and illegal.

All rights are reserved.

### **ARTICLE 13: GRIEVANCE, IF ANY, CONTACT**

If a User has any questions concerning **Company**, the Website/Mobile Application, this document, the Services, or anything related to any of the foregoing, **Company** customer support can be reached at the following email address: [contact.aptapaas@gmail.com](mailto:contact.aptapaas@gmail.com)

**All rights are reserved.**