

## TERMS OF USE

### A. Acceptance of Terms

PLEASE READ THIS TERMS OF USE THOROUGHLY AND CAREFULLY. BY USING THIS WEBSITE OR ORDERING PRODUCTS OR SERVICES FROM THIS WEBSITE YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT STATED HEREIN

The Terms and Conditions set forth below ("**Terms of Use**") and the Privacy and contents set out herein form an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and as amended from time to time. As such, this document does not require any physical or digital signatures and forms a valid and binding agreement between the Website and the User. Further, please be advised that these Terms and Conditions (T&C's are made available to the User pursuant to and in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules, regulations, privacy policy and T&C's for access or usage of the Website.

Policy (as defined below) constitute a legally-binding agreement between MyThofa Gifting Solutions Pvt Limited ("**MyThofa.com**") and you.

These Terms of Use contain provisions that define your limits, legal rights and obligations with respect to your use of and participation in (1) MyThofa.com website, including any advertisements, forums, various email functions and Internet links, and all content and MyThofa.com services available through the domain and sub-domains of MyThofa.com located at www.MyThofa.com (collectively referred to herein as the "Website"), and; (2) the online transactions between those users of the Website who are offering services (each, a "**Service Professional**") and those users of the Website who are obtaining services (each, a "**Service User**") through the Website (such goods and services, collectively known as the "**Services**"). The Terms of Use described below incorporate the Privacy Policy and apply to all users of the Website, including users who are also contributors of photographs, video content, information, private and public messages, advertisements, and other materials or Services on the Website, including but not limited to, social websites. Access through social media logins, give MyThofa.com irrevocable rights to access and utilise data from your profile.

The Website is currently owned and operated by MyThofa Gifting Solutions Pvt Ltd.

You acknowledge that the Website serves as a venue for the online sourcing, distribution and publication of user submitted information between Service Professionals and Service Users, and, by using, visiting, registering for, and/or otherwise participating in this Website, including the Goods or Services presented, promoted, and displayed on the Website, and by clicking on "**Yes I agree**", confirm you agree to all our terms of use and additionally hereby certify that: (i) you are either a Service Professional or a prospective Service User, (ii) you have the authority to enter into these Terms of Use, (iii) you authorize the transfer of payment for Services requested through the use of the Website, and (iv) you agree to be bound by all terms (v) you approve the authorisation and use of photos provided or uploaded by yourselves and conditions of these Terms of Use and any other documents incorporated by reference herein. If you do not agree to the foregoing, you should not click to affirm your acceptance thereof, in which case you are prohibited from accessing or using the Website. If you do not agree to any of the provisions set forth in the Terms of Use, kindly discontinue viewing or participating on this Website immediately.

YOU SPECIFICALLY AGREE THAT BY USING THE WEBSITE, YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE COMPETENT UNDER LAW TO ENTER INTO A LEGALLY BINDING AND ENFORCEABLE CONTRACT OR DO SO UNDER THE GUIDANCE AND SUPERVISION OF A LEGAL GUARDIAN OR PARENT , IF A MINOR.

All references to "**you**" or "**your**," as applicable, mean the person that accesses, uses, and/or participates in the Website in any manner. If you use the Website or open an Account (as defined below) on behalf of a business, you additionally represent and warrant that you have the authority to bind that business and your acceptance of the Terms of Use will be deemed an acceptance by that business and "you" and "your" herein shall refer to that business.

### 1. MODIFICATIONS TO TERMS OF USE AND/OR PRIVACY POLICY

MyThofa.com reserves the right, at its sole discretion, to change, modify, or otherwise amend the Terms of Use, and any other documents incorporated by reference herein for complying with legal and regulatory framework and for other legitimate business purposes, at any time and MyThofa.com will post amended Terms of Use at the domain of www.MyThofa.com. It is your responsibility to review the Terms of Use for any changes and you are encouraged to check the Terms of Use frequently. Your use of the Website following any amendment of the Terms of Use will signify your assent to and acceptance

of any revised Terms of Use. If you do not agree to abide by these or any future Terms of Use, please do not use or access the Website. Please also delete your registry/ies created.

## 2. PRIVACY POLICY

MyThofa.com has established a Privacy Policy that explains to users how their information is collected and used. The Privacy Policy is referenced above and hereby incorporated into the Terms of Use set forth herein. Your use of this Website is governed by the Privacy Policy.

### B. Membership and Accessibility

#### 1. LICENSE TO ACCESS

MyThofa.com hereby grants you a non-exclusive, revocable license to use the Website as set forth in the Terms of Use; provided, however, that (i) you will not copy, distribute, or make derivative works of the Website in any medium without MyThofa.com's prior written consent other than communication channels listed through the site; (ii) you will not alter, reproduce or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purposes; and (iii) you will otherwise act in accordance with the terms and conditions of the Terms of Use and in accordance with all applicable laws.

#### 2. MEMBERSHIP ELIGIBILITY CRITERIA

Use of the Website is available only to individuals who are at least 18 years old and can form legally binding contracts under applicable law. You represent, acknowledge and agree that you are at least 18 years of age or under the supervision of a legal guardian, and that: (i) all registration information that you submit is truthful and accurate, (ii) you will maintain the accuracy of such information, and (iii) your use of the Website and Services offered through this Website do not violate any applicable laws or regulations. Your Account (defined below) may be terminated without warning if we at our discretion, believe that you are under the age of 18 or that you are not complying with any applicable laws, rules or regulations.

You need not register with MyThofa.com to simply visit and view the Website, but to access and participate in certain features of the Website, you will need to create a password-protected account ("**Account**"). To create an account, you must submit your name and email address or register as a vendor through the account registration page on the Website and create/ solicit a password. You will also have the ability to provide additional optional information, which is not required to register for an account but may be helpful to MyThofa.com in providing you with a more customized experience when using the Website. You may also register for an Account using your existing Facebook, Google or other social media accounts and log-in credentials (your "**Third-Party Site Password**").

You are solely responsible for safeguarding your MyThofa.com password and, if applicable, your Third-Party Site Password (collectively, "**Passwords**") at all times and shall keep your Passwords secure at all times. You shall be solely responsible for all activity that occurs on your Account and you shall notify MyThofa.com immediately of any breach of security or any unauthorized use of your Account. Similarly, you shall never use another's Account without MyThofa.com's permission. You agree that you will not misrepresent yourself or represent yourself as another user of the Website and/or the Services offered through the Website.

You hereby expressly acknowledge and agree that you yourself and not MyThofa.com will be liable for your losses, damages etc. (whether direct or indirect) caused by an unauthorized use of your Account. Notwithstanding the foregoing, you may be liable for the losses of MyThofa.com or others due to such unauthorized use.

An Account holder is sometimes referred to herein as a "**Registered User**", "**Gift Giver**" or "**Registry creator**". You acknowledge and agree that you shall comply with the following policies (the "**Account Policies**"):

- You will not copy or distribute any part of the Website in any medium without MyThofa.com's prior written or granted authorization (granted electronically).
- You will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose.
- You will provide true, accurate, current and complete information when creating your Account and you shall maintain and update such information during the term of this Agreement so that it will remain accurate, true, current and complete.
- You shall not use any automated system, including but not limited to, "**robots**," "**spiders**," "**offline readers**," "**scrapers**," etc., to access the Website for any purpose without MyThofa.com's prior written approval.

- You shall not in any manual or automated manner collect Service Professionals or Service Users information, including but not limited to, names, addresses, phone numbers, or email addresses, copying copyrighted or Trademark text or logos, or otherwise misuse or misappropriate Website information or content, including but not limited to, use on a "mirrored", competitive, or third party site.
- You shall not in any way transmit request messages to the MyThofa.com servers, or any server of a MyThofa.com subsidiary or affiliate, in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser; provided, however, that the operators of public search engines may use spiders or robots to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such material. MyThofa.com reserves the right to revoke these exceptions either generally or in specific cases.
- You shall not recruit, solicit, or contact in any form, Service Professionals or Service Users for employment or contracting, for a business affiliated with MyThofa.com without express written permission from MyThofa.com.
- You shall not take any action that (i) unreasonably encumbers or, in MyThofa.com's sole discretion, may unreasonably encumber the Website's infrastructure; (ii) interferes or attempts to interfere with the proper working of the Website or any third-party participation in the Website; or (iii) bypasses MyThofa.com's measures that are used to prevent or restrict access to the Website.
- You agree not to collect or harvest any personally identifiable data, including without limitation, names or other Account information, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes.

### 3. ADDITIONAL POLICIES

Your access to, use of, and participation in the Website is subject to the Terms of Use and all applicable MyThofa.com regulations, guidelines and additional policies that MyThofa.com may set forth from time to time, including without limitation, a copyright policy and any other restrictions or limitations that MyThofa.com publishes on the Website (the "Additional Policies"). You hereby agree to comply with the Additional Policies and your obligations thereunder at all times. You hereby acknowledge and agree that if you fail to adhere to any of the terms and conditions of this Agreement or documents referenced herein, including the Account Policies, membership eligibility criteria or Additional Policies, MyThofa.com, in its sole discretion, may terminate your Account at any time without prior notice to you as well as initiate appropriate legal proceedings, if necessary.

Notwithstanding anything contained herein, the Website may be inaccessible for such purposes as it may, at its sole discretion deem necessary, including but not limited to regular maintenance. The Website may intimate the Users from time to time regarding such inaccessibility. However, under no circumstances will the Website be held liable for any losses or claims arising out of such inaccessibility to the Users, And the User expressly waives off any and all claims/liabilities arising to this end.

The Website disclaims, and the User waives off, any and all claims / liabilities arising out of any unlawful usage of the Website, the personal information of the User, inaccessibility of the Website for any reason whatsoever, which are caused owing to causes beyond the control of the Website. While the Website employs best efforts to ensure the aforesaid, it cannot guarantee the same. No registered User shall trade or sell such User accounts in any manner whatsoever.

## C. Member Conduct

### 1. PROHIBITIONS ON SUBMITTED CONTENT

You shall not upload, post, transmit, transfer, disseminate, distribute, or facilitate distribution of any content, including text, images, video, sound, data, information, or software, to any part of the Website, including your profile ("Profile"), the posting of your Service ("Offer"), the posting of your desired Service ("Want"), or the posting of any opinions or reviews in connection with the Website, the Service, the Service Professional, or the Service User ("Feedback") (all of the foregoing content is sometimes collectively referred to herein as "Submitted Content" and the posting of Submitted Content is sometimes referred to as a "Posting" or as "Postings") that:

- misrepresents the source of anything you post, including impersonation of another individual or entity or any false or inaccurate biographical information for any Service Professionals; provides or create links to external sites that violate the Terms of Use; is intended to harm or exploit any individual under the age of 18 ("Minor") in any way; is designed to solicit, or

collect personally identifiable information of any Minor, including, but not limited to, name, email address, home address, phone number, or the name of his or her school;

- invades anyone's privacy by attempting to harvest, collect, store, or publish private or personally identifiable information, such as names, email addresses, phone numbers, passwords, account information, credit card numbers, home addresses, or other contact information without their knowledge and willing consent;
- contains falsehoods or misrepresentations that could damage MyThofa.com or any third party;
- is pornographic, harassing, hateful, illegal, obscene, defamatory, libellous, slanderous, threatening, discriminatory, racially, culturally or ethnically offensive; incites, advocates, or expresses pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism, or gratuitous violence; encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; promotes racism, hatred or physical harm of any kind against any group or individual; contains nudity, violence or inappropriate subject matter; or is otherwise inappropriate;
- is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to post the material and to grant MyThofa.com all of the license rights granted herein;
- contains or promotes an illegal or unauthorized copy of another person's copyrighted work, such as pirated computer programs or links to them, information to circumvent manufacture installed copy-protection devices, pirated music or links to pirated music files, or lyrics, guitar tabs or sheet music, works of art, teaching tools, or any other item the copy, display, use, performance, or distribution of which infringes on another's copyright, intellectual property right, or any other proprietary right;
- is intended to threaten, stalk, defame, defraud, degrade, victimize, or intimidate an individual or group of individuals for any reason on the basis of age, gender, disability, ethnicity, sexual orientation, race, or religion; or to incite or encourage anyone else to do so;
- intends to harm or disrupt another user's computer or would allow others to illegally access software or bypass security on websites or servers, including but not limited, to spamming; impersonates, uses the identity of, or attempts to impersonate a MyThofa.com Director, employee, agent, manager, host, another user, or any other person through any means;
- advertise or solicit any business not related to or appropriate for the Website (as determined by MyThofa.com in its sole discretion);
- contains or could be considered "junk mail", "spam", "chain letters", "pyramid schemes", "affiliate marketing", or unsolicited commercial advertisement;
- contains advertising for Ponzi schemes, discount cards, credit counselling, online surveys or online contests;
- distributes or contains viruses or any other technologies that may harm MyThofa.com, or the interests or property of MyThofa.com users
- contains links to commercial services or websites, except as allowed pursuant to the Terms of Use; is non-local or irrelevant content;
- contains identical content to other open Postings you have already posted; or uses any form of automated device or computer program that enables the submission of Postings without the express written consent of MyThofa.com

## 2. PROHIBITIONS ON SENDING MESSAGES

You will not send messages to other users containing:

- offers to make national or international money transfers for amounts exceeding the asking price of a service, with intent to request a refund of any portion of the payment; or
- unsolicited advertising or marketing of a service not offered on the Website or an external website.

### 3. NO DISCRIMINATION & PROHIBITIONS

(i) Discriminatory Postings. Indian laws prohibit any preference, limitation or discrimination based on race, colour, religion, sex, national origin, age, handicap or other protected class. MyThofa.com will not knowingly accept any Posting which is in violation of the law.

MyThofa.com has the right, in its sole discretion and without prior notice to you; to immediately remove any posting that discriminates or is in any way in violation of any law.

(ii) Prohibitions with respect to Services

While using the Website, you shall not:

- Post content or items in any inappropriate category or areas on the Website;
- Violate any laws, third-party rights, Account Policies, or any provision of the Terms of Use, such as the prohibitions described above;
- Fail to deliver payment for Services purchased by you, unless the Service Professional has materially changed the description of the Service description after you negotiate an agreement for such Service, a clear typographical error is made, or you cannot authenticate the Service Professional's identity;
- Fail to perform Services purchased from you, unless the Service User fails to materially meet the terms of the mutually agreed upon agreement for the Services, refuses to pay, a clear typographical error is made, or you cannot authenticate the Service User's identity; manipulate the price of any Service or interfere with other users' Postings;
- Circumvent or manipulate our fee structure, the billing process, or fees owed to MyThofa.com; post false, inaccurate, misleading, defamatory, or libelous content (including personal information about any Website user);
- Take any action that may undermine the Feedback or ratings systems (such as displaying, importing or exporting Feedback information off of the Website or using it for purposes unrelated to the Website);

### 4. FEEDBACK

As a participant in the Website, you agree to use careful, prudent, and good judgment when leaving Feedback for another user. The following actions constitute inappropriate uses of Feedback: (1) threatening to leave negative or impartial Feedback for another user unless that user provides services not included in the original Posting or not agreed to as part of the Service to be provided; (2) leaving Feedback in order to make the Service Professional or Service User appear better than he or she actually is or was; and (3) including conditions in an Offer or Want that restrict a Service Professional or a Service User from leaving Feedback. (4) Sanctions for Inappropriate Use of Feedback. If you violate any of the above-referenced rules in connection with leaving Feedback, MyThofa.com, in its sole discretion, may take any of the following actions: (i) cancel your Feedback or any of your Postings; (ii) limit your Account privileges; (iii) suspend your Account; and/or (iv) decrease your status earned via the Feedback page. (v) Reporting Inappropriate Use of Feedback. You may contact MyThofa.com regarding any inappropriate use of Feedback via-email at [hello@MyThofa.com](mailto:hello@MyThofa.com). (vi) Resolving Disputes in Connection with Feedback. In the event of any dispute between users of the Website concerning Feedback, MyThofa.com shall be the final arbiter of such dispute. Further, IN THE EVENT OF ANY DISPUTE BETWEEN USERS OF THE WEBSITE CONCERNING FEEDBACK, MYTHOFA.COM HAS THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO REMOVE SUCH FEEDBACK OR TAKE ANY ACTION IT DEEMS REASONABLE WITHOUT INCURRING ANY LIABILITY THEREOF.

The foregoing lists of prohibitions provide examples and are not complete exhaustive or exclusive. MyThofa.com reserves the right to (a) terminate your access to your Account, your ability to post to this Website (or the Services) and (b) refuse, delete or remove, move or edit the content, in whole or in part, of any Postings; with or without cause and with or without notice, for any reason or no reason, or for any action that MyThofa.com determines is inappropriate or disruptive to this Website or to any other user of this Website and/or Services. MyThofa.com reserves the right to restrict the number of e-mails or other messages that you are allowed to send to other users to a number that MyThofa.com deems appropriate in MyThofa.com's sole discretion. MyThofa.com may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at MyThofa.com's discretion, MyThofa.com will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Website or on the Internet. MyThofa.com does not and cannot review every Posting posted to the Website. These prohibitions do not require MyThofa.com to monitor, police or remove any Postings or other information submitted by you or any other user.

## D. Rules for Service Professionals

### 1. PROFILES AND OFFERS MUST NOT BE FRAUDULENT

Subject to any exceptions set forth in these Terms of Use or Additional Policies, if any, Service Professionals shall not: (i) list Services or offers relating to any Service in a category that is inappropriate to the Service they are offering; (ii) misrepresent the location at which they will provide a Service; (iii) include brand names or other inappropriate keywords in their Profile, Offer, Want, Feedback, or any other title or description relating to a Service; (iv) use misleading titles that do not accurately describe the Service; or (v) include any information in their Profile that is fraudulent.

### 2. PROFILES AND OFFERS CANNOT USE TECHNIQUES TO AVOID OR CIRCUMVENT MYTHOFA.COM FEES

Subject to any exceptions set forth in these Terms of Use or Additional Policies, if any, Service Professionals shall not: (a) offer a catalogue or a link to a third-party website from which Service Users or any Registered User or user of the Website may obtain the Service directly; (b) exceed multiple Posting limits; (c) post a single Service but offer additional identical services in the Service description; (d) charge fees for traveling further than desired to provide the Service; (e) offer the opportunity through MyThofa.com to purchase the Service or any other service outside of MyThofa.com; (f) use their Profile page or user name to promote services not offered on or through the Website and/or prohibited services.

In case we realize that any user or professional is involved in any of the above activities, MyThofa.com holds the sole discretion to blacklist the user or professional and withhold any outstanding credits or payments to the professional.

### 3. PROFILES AND OFFERS MUST PROMOTE A FAIR PLAYING FIELD AND PROVIDE A SAFE, SIMPLE, AND POSITIVE EXPERIENCE FOR ALL WEBSITE USERS

Subject to any exceptions set forth in these Terms of Use or Additional Policies, if any, Service Professionals shall not: (a) solicit Service Users to mail cash or use other payment methods not specifically permitted by MyThofa.com as approved payment methods; (b) include links that do not conform to MyThofa.com's policies with respect to third-party links; (c) use certain types of HTML and JavaScript in Postings, your Profile page, your Offer page, or your Wants page; (d) promote raffles, prizes, bonuses, games of chance, giveaways, or random drawings; (e) use profanity in any Posting; (f) acknowledge or credit a third-party service professional for services or products directly connected with your particular Posting (1) with more than 10 words of text at HTML font size greater than 3 and/or a logo of 88X33 pixels (provided that you represent and warrant that you have the necessary rights, licenses, permissions and/or authorizations from the applicable third party to use that third party's name and/or logo), (2) with any promotional material in connection with that third-party company, and/or (3) with a link to the third-party's website with any information in addition to the Service provided via MyThofa.com; (g) include third-party endorsements in a Posting; or (h) create a Posting that does not offer a Service.

### 4. SANCTIONS FOR VIOLATING ANY OF THE RULES FOR SERVICE PROFESSIONALS

If a Service Professional violates any of the above-referenced rules in connection with his or her Posting, MyThofa.com, in its sole discretion, may take any of the following actions: (a) cancel the Posting; (b) limit the Service Professional's Account privileges; (c) suspend the Service Professional's Account; (d) cause the Service Professional to forfeit any fees earned on a cancelled Posting; and/or (e) decrease the Service Professional's status earned via the Feedback page.

## E. Rules for Service Users

### 1. SERVICE USERS SHALL NOT TAKE ANY OF THE FOLLOWING ACTIONS:

(a) commit to purchasing or using a Service without paying; (b) sign up for, negotiate a price for, use, or otherwise solicit a Service with no intention of following through with your use of or payment for the Service; (c) agree to purchase a Service when you do not meet the Service Professional's terms as outlined in the Posting, or agree to purchase a Service with the intention of disrupting a Posting; or (d) misuse any options made available now or in the future by MyThofa.com in connection with the use or purchase of any Service.

### 2. SANCTIONS FOR VIOLATING ANY OF THE RULES FOR SERVICE USERS

If a Service User violates any of the above-referenced rules in connection with his or her Posting, MyThofa.com, in its sole discretion, may take any of the following actions: (a) cancel the Posting; (b) limit the Service User's Account privileges; (c) suspend the Service User's Account; and/or (d) decrease the Service User's status earned via the Feedback page.

## F. Use of Submitted Content

### 1. NO CONFIDENTIALITY

The Website may now or in the future permit the submission of videos or other communications submitted by you and other users, including without limitation, your Profile, your Offer, your Wants, any Feedback, and all Submitted Content, and the hosting, sharing, and/or publishing of such Submitted Content. You understand that whether or not such Submitted Content is published, MyThofa.com does not guarantee any confidentiality with respect to any Submitted Content.

You agree that any Submitted Content provided by you for which you authorize to be searchable by Registered Users who have access to the Website is provided on a non-proprietary and non confidential basis. You agree that MyThofa.com shall be free to use or disseminate such freely searchable Submitted Content on an unrestricted basis for the purpose of providing or advertising their Services.

You are aware that any information provided by you in the Submitted Content towards locating a professional who ordinarily is bound to maintain confidentiality under law with his/her client (i.e. a doctor or a lawyer) is not extended to MyThofa.com.

MyThofa.com may also disclose user information including personal information if MyThofa.com reasonably believes that disclosure (i) is necessary in order to comply with a legal process (such as a court order, search warrant, etc.) or other legal requirement of any governmental authority, (ii) would potentially mitigate MyThofa.com's liability in an actual or potential lawsuit, (iii) is otherwise necessary or appropriate to protect our rights or property, or the rights or property of any person or entity, (iv) to enforce this Agreement (including, but not limited to ensuring payment of fees by users), or (v) as may be required or necessary to deter illegal behaviour (including, but not limited to, fraud).

### 2. YOUR REPRESENTATIONS AND WARRANTIES

You shall be solely responsible for your own Submitted Content and the consequences of posting or publishing it. In connection with Submitted Content, you affirm, represent, and/or warrant that: (a) you own or have the necessary licenses, rights, consents, and permissions to use and authorize MyThofa.com to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Submitted Content to enable inclusion and use of the Submitted Content in the manner contemplated by the Website and these Terms of Use; and (b) you have the written consent, release, and/or permission of each and every identifiable individual person in the Submitted Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Submitted Content in the manner contemplated by the Website and these Terms of Use. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Submitted Content posted by you to or through the Website.

### 3. THIRD PARTY LICENSES AND WARRANTIES

Notwithstanding anything contained herein, the Website may be inaccessible for such purposes as it may, at its sole discretions deem necessary, including but not limited to regular maintenance. The Website may intimate the Users from time to time regarding such inaccessibility. However, under no circumstances will the Website be held liable for any losses or claims arising out of such inaccessibility to the Users, And the User expressly waives off any and all claims/liabilities arising to this end.

The Website disclaims, and the User waives off, any and all claims / liabilities arising out of any unlawful usage of the Website, the personal information of the User, inaccessibility of the Website for any reason whatsoever, which are caused owing to causes beyond the control of the Website. While the Website employs best efforts to ensure the aforesaid, it cannot guarantee the same. No registered User shall trade or sell such User accounts in any manner whatsoever.

### 4. STATUS OF WEBSITE

The Users agree, understand and acknowledge that the Website is merely an electronic platform that provides an interface for various Users to access and interact to engage in commerce and transact.

The Users further agree and acknowledge that the Website is only a facilitator and is not and cannot be a party to or control in any manner any advertisement, exhibition, availability, offer to sell or transactions of sale or purchase of Products on the Website.

The Website is not the seller of the Products or a vendor in any capacity. Accordingly, any contract for the sale / purchase of Products on the Website is essentially a contract between the User and the sellers.

The Website neither recommends nor endorses any of the Products available on the Website and nor does the Website provide any guarantee, warranties or assurance with respect to the advertisement, exhibition, availability, offer to sell or transactions of sale or purchase of Products on the Website.

Further, the Website does not guarantee, warranty or provide any assurance on the behaviour of any User of the Website including any guarantee, warranty or assurance that any User will complete any transaction or act in a prudent manner.

## 5. AVAILABILITY AND INACCURACIES

As the Website is merely an intermediary/facilitator, the availability of the Products listed therein will be solely based on the stocks held by the supplier/ seller/ vendor.

Availability of all Products on the Website shall be on a best efforts basis.

At any time if any Product is out of stock or unavailable or if any Product is earmarked by a User for creation of a registry, and becomes out of stock, for any reason whatsoever, at the time a User actually wishes to purchase such Product, the Website shall not be held responsible for such unavailability.

If the Products ordered by the Users are unavailable then the Website shall not be obligated to notify any User who has purchased/earmarked the relevant Product and, at its sole discretion provide the User with an option to substitute another item for the out-of-stock item, at such differential pricing as the relevant Product may be available for.

The Website shall endeavour to list the Products accurately and update the availability of the Products regularly. However despite the continuous efforts, there may be errors in listing of the terms of Product, its description, availability, images or other specifications. Consequently, the Website shall not be liable for any lacuna in the accuracy or completeness of any information, including prices, product images, specifications, availability quality and services and the User, by accepting these T&C's expressly discharges the Website from any and all liabilities/claims arising in respect hereof.

## 6. YOUR OWNERSHIP RIGHTS AND LICENSE TO MYTHOFA.COM

You retain all of your ownership rights in your Submitted Content. However, by submitting the Submitted Content to MyThofa.com for posting on the Website, you hereby grant, and you represent and warrant that you have the right to grant, to MyThofa.com a perpetual, worldwide, non-exclusive, royalty-free, sublicense able and transferable license to link to, use, reproduce, distribute, reformat, translate, prepare derivative works of, display, and perform the Submitted Content in connection with the Website and MyThofa.com's (and its successor's) business operations, including without limitation, for the promotion and redistribution of any part or all of the Website, and any derivative works thereof, in any media formats and through any media channels. You also hereby grant each user of the Website a nonexclusive license to access your Submitted Content through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such Submitted Content as permitted through the functionality of the Website and under these Terms of Use. The foregoing license granted by you does not terminate once you remove or delete the Submitted Content from the Website. You acknowledge and understand that the technical processing and transmission of the Website, including your Submitted Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You may remove your Submitted Content from the Website at any time. If you choose to remove your Submitted Content, the license granted above will still however remain.

## 7. MYTHOFA.COM'S DISCLAIMERS AND RIGHT TO REMOVE

(i) MyThofa.com does not endorse any Submitted Content or any opinion, recommendation, or advice expressed therein, and MyThofa.com expressly disclaims any and all liability in connection with all Submitted Content. MyThofa.com does not permit copyright infringing activities and infringement of intellectual property rights on the Website, and MyThofa.com will remove any Data (as defined below) or Submitted Content if properly notified, pursuant to the "take down" notification procedure, that such Posting or Submitted Content infringes on another's intellectual property rights. MyThofa.com reserves the right to remove any Data or Submitted Content without prior notice. MyThofa.com will also terminate a user's access to the Website, if he or she is determined to be a repeat infringer. A repeat infringer is a Website user who has been notified of infringing activity more than twice and/ or has had Submitted Content removed from the Website more than twice. MyThofa.com also reserves the right, in its sole and absolute discretion, to decide whether any Data or Submitted Content complies with these Terms of Use for all violations, in addition to copyright infringement and violations of intellectual property law, including, but not limited to, pornography, obscene or defamatory material, or excessive length. MyThofa.com may remove such Submitted Content and/or terminate a user's access for uploading such material in violation of these Terms of Use at any time, without prior notice and in its sole discretion.



(ii) You acknowledge and understand that when using the Website, you will be exposed to Submitted Content from a variety of sources, and that MyThofa.com is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Submitted Content. You further acknowledge and understand that you may be exposed to Submitted Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against MyThofa.com with respect thereto, and agree to indemnify and hold MyThofa.com, its owners, members, managers, operators, directors, officers, agents, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website.

(iii) You are solely responsible for the photos, profiles and other content, including, without limitation, Submitted Content that you publish or display on or through the Website, or transmit to other Website users. You understand and agree that MyThofa.com may, in its sole discretion and without incurring any liability, review and delete or remove any Submitted Content that violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Website users or others.

## 8. SUGGESTIONS

If you send or transmit any communications, comments, questions, suggestions, or related materials to MyThofa.com, whether by letter, email, telephone, or otherwise (collectively, "Suggestions"), suggesting or recommending changes to the Website, including, without limitation, new features or functionality relating thereto, all such Suggestions are, and will be treated as, non-confidential and nonproprietary.

You hereby assign all right, title, and interest in, and MyThofa.com is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Suggestions, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Suggestions. You understand and agree that MyThofa.com is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Suggestions, and you have no right to compel such use, display, reproduction, or distribution or seek recognition if the Suggestions are in fact implemented.

### G. Copyright Infringement Take Down Procedure

MyThofa.com has high regard for intellectual property and expects the same level of standard to be employed by its users. MyThofa.com may, in appropriate circumstances and at its discretion, terminate the Account or prohibit access to the Website of users who infringe upon the intellectual property rights of others.

If you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement and/or trademark infringement, please send the following information to us at [team@MyThofa.com](mailto:team@MyThofa.com)

(1) identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site;

(2) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Website, and information reasonably sufficient to permit MyThofa.com to locate the material.;

(3) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright and/or trademark owner, its agent, or the law;

(4) information reasonably sufficient to permit MyThofa.com to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

(5) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive interest that is allegedly infringed; and

(6) a statement by you, made under penalty of perjury, that the information in your report is accurate and that you are the owner of the exclusive right or authorized to act on the behalf of the owner of the exclusive right. A statement by you comprised of the foregoing points is referred to herein as the "Notice."

Only the intellectual property rights owner is permitted to report potentially infringing items through MyThofa.com's reporting system set forth above. If you are not the intellectual property rights owner, you should contact the intellectual property rights owner and they can choose whether to use the procedures set forth in these Terms of Use.

## H. Modifications to or Termination of Website

### 1. MODIFICATION OR CESSATION OF WEBSITE

MyThofa.com reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice and in its sole discretion. You agree that MyThofa.com shall not be liable to you or to any third party for any modification, suspension or discontinuance of MyThofa.com services.

### 2. TERMINATION BY MYTHOFA.COM

You hereby acknowledge and agree that MyThofa.com, in its sole and absolute discretion, has the right (but not the obligation) to delete, terminate, or deactivate your Account, block your email or IP address, cancel the Website or otherwise terminate your access to or participation in the use of the Website (or any part thereof), or remove and discard any Submitted Content on the Website ("Termination of Service"), immediately and without notice, for any reason, including without limitation, Account inactivity or if MyThofa.com believes or has reason to believe that you have violated any provision of the Terms of Use.

### 3. TERMINATION BY YOU

You may cancel your use of the Website and/or terminate the Terms of Use with or without cause at any time by following the link in your Account under "Account Preferences" to "Deactivate Account."

### 4. EFFECT OF TERMINATION

Upon termination of your Account, your right to participate in the Website, including, but not limited to your right to offer or purchase Services and your right to receive any fees or compensation, including, without limitation, referral discounts, incentive bonuses, or other special offer rewards, shall automatically terminate. You acknowledge and agree that your right to receive any fees or compensation hereunder is conditional upon your proper use of the Website, your adherence to the Terms of Use, the continuous activation of your Account, and your permitted participation in the Website. In the event of Termination of Service, your Account will be disabled and you may not be granted access to your Account or any files or other data contained in your Account. Notwithstanding the foregoing, residual data may remain in the MyThofa.com system.

Unless MyThofa.com has previously cancelled or terminated your use of the Website (in which case subsequent notice by MyThofa.com shall not be required), if you provided a valid email address during registration, MyThofa.com will notify you via email of any such termination or cancellation, which shall be effective immediately upon MyThofa.com's delivery of such notice.

Upon Termination of Service, the following shall occur: all licenses granted to you hereunder will immediately terminate; and you shall promptly destroy all copies of MyThofa.com Data (as defined below), Marks (as defined below) and other content in your possession or control. You further acknowledge and agree that MyThofa.com shall not be liable to you or any third party for any termination of your access to the Website. Upon Termination of Service, MyThofa.com retains the right to use any data collected from your use of the Website for internal analysis and archival purposes, and all related licenses you have granted MyThofa.com hereunder shall remain in effect for the foregoing purpose. In no event is MyThofa.com obligated to return any Submitted Content to you. All sections shall survive expiration or termination of the Website or your Account.

You agree to indemnify and hold MyThofa.com, and its officers, managers, members, affiliates, successor, assigns, directors, agents, service professionals, suppliers, and employees harmless from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of the Termination of Service.

## I. Intellectual Property Rights

### 1. MYTHOFA.COM OWNS OR HOLDS THE LICENSES TO ALL DATA AND MARKS ON THE WEBSITE

The content on the Website (exclusive of all Submitted Content), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Data") and the trademarks, service marks and logos contained therein ("Marks"), are owned by MyThofa.com. Other trademarks, names and logos on this Website are the property of their respective owners. Data on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. MyThofa.com reserves all rights not expressly granted in and to the Website and the Data. You agree not to use, copy, or distribute, any of the Data other than as expressly permitted herein, including any use, copying, or distribution of Submitted Content obtained through the Website for any commercial purposes. If you download or print a copy of the Data for personal use, you must

retain all copyright and other proprietary notices contained thereon. You agree not to circumvent, disable or otherwise interfere with security features of the Website or features that prevent or restrict use or copying of any Data or enforce limitations on use of the Website or the Data therein.

## 2. MYTHOFA.COM'S LICENSE TO YOU FOR THE USE OF DATA AND MARKS

The Website contains MyThofa.com's Data and Marks, which are, or may become, protected by copyright, trademark, patent, trade secret and other laws, and MyThofa.com owns and retains all rights in the MyThofa.com Data and Marks. Subject to these Terms of Use, MyThofa.com hereby grants you a limited, revocable, nontransferable, nonsublicensable license to reproduce and display the MyThofa.com Data (excluding any software source code) solely for your personal use in connection with accessing and participating in the Website.

The Website may also contain Data of other users or licensors, which you shall not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell.

### (i) Payments and Pricing

All payments made against the Products on the Website by the User shall be compulsorily made in Indian Rupees acceptable in the Republic of India. The Website shall not be responsible to facilitate any monetary transaction any other form of currency with respect to the purchases made on Website.

While availing any of the payment method/s available on the Website, the Website will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to the User due to: (i) Lack of authorization for any transaction/s, or (ii) Exceeding the preset limit mutually agreed by and between the User and relevant banks of the User, or (iii) Any payment issues arising out of the transaction, or (iv) Illegitimacy of the payment methods (credit/debit card frauds etc.) being used by a User; (v) Decline of transaction for any other reason(s)

All payment and delivery related conditions are in accordance with the contractual relationship impliedly established between the seller of the Products and the User purchasing the same and payment facility provided by the Website is merely used by the User and seller of the Product to facilitate the completion of the purchase made by the User.

Use of the payment facilities provided by the Website shall not render the Website liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after sales or warranty services or fraud as regards the Products listed on the Website.

By accepting these T&C's, making a purchase on the Website, and using the payment facilities provided by the Website, the User has expressly authorized the Website or any of its service providers to collect, process, facilitate and remit payments either electronically or through cash from the Users to the relevant sellers.

The Website is merely a facilitator for providing the User with payment channels through automated online electronic payments, cash on delivery, collection and remittance facility for the payment of Products purchased by the User on the Website using the existing authorized banking infrastructure and credit card payment gateway networks.

Prices for Products are subject to change without prior notice, and at any time whatsoever, irrespective of whether an item has been earmarked/wish listed by a User. The Website disclaims any and all claims and/or liabilities arising from such revision in prices.

The Website also provides payment for a Product through 'chip-in' or 'crowd funding' in addition to the other payment channels only for registered Users who are accessing a gift registry of another registered User. Under the aforesaid option, in case some Products are added to the wish list under the Crowd Funding option, the Product may be purchased by different Users by contributing towards the gift. At the end of the term of the gift registry, if the amount paid towards a Product under the Crowd Funding option is less than the value of the Product, then the owner-User of such gift registry shall be entitled to either receive the total amount of money received towards the gift item (after deduction of a service fee of 10% of the value of the goods), or purchase the Product by making a payment of the differential amount remaining to be paid towards the relevant Product. However the User contributing towards a chip-in or crowd-funding gift item shall not be eligible to get a refund of their contribution at any given point of time.

The User is aware that at the first instance, the Website may collect the payment for the Product from the User, but this shall not construe, in any way, that the Website is the seller of the Product, as, at all times, the Website may be acting for and on behalf of the seller of the Product as its collection agent, and after deduction of such facilitation fees and charges as agreed between the Website and the seller, the Website shall remit the payment for the Product to the Seller.

(ii) Service charges for cancellation of orders for some Products may prevail

Orders once sold, cannot be cancelled. Only wish listed items can be changed if not already sold / partly sold.

The Website may charge a service charge on cancellation of orders of certain Products that may be notified from time to time.

Additionally the Website reserves its sole right to cancel on its own accord any "bulk orders" of Products placed on the Website that may in its sole opinion, may be to be used for commercial purposes.

(iii) Shipping and Delivery

All Products purchased from the Website shall be delivered to the User by standard courier services by the Seller from its warehouse, or suppliers as the case may be. All deliveries where applicable shall be made on a best efforts basis, and while the Supplier will endeavour to deliver the Products on the dates intimated, the Website disclaims any claims or liabilities arising from any delay in this regard.

In the event any delay in delivery of a Product is expected, the Website may, at its sole discretion, intimate the User who may have purchased the same, regarding such delay.

The Website shall not be held responsible and will bear no liability in case of failure or delay of delivering the Products including any damage or loss caused to the Products.

However in case where a damage has been caused to the Products ordered, the seller or supplier shall replace the products as per the Seller's replacement policy as may be indicated on the Seller's Website along with the Product.

All Products shall be delivered to locations specified by the User at the time of making the payment.

No deliveries of the Products shall be made outside the territorial boundaries of India.

(iv) Return, Replacement and Refund

All Products ordered from the Website and successfully delivered to the User by the respective seller or supplier may be returned to the Seller in accordance with the terms contained in the respective Product's seller policy.

However no Products will be accepted by the seller or supplier if (a) the Products have been damaged by the User (b) if there is a change in the quality, quantity or other characteristics of the Product (c) if as per the seller or supplier the product returned is not the Product that was delivered (d) any other circumstances that the Website may notify from time to time.

Once returned the User will be refunded with the entire cost of the Product after adjusting relevant courier charges and such other charges that the Seller may at its own discretion deduct.

All Products ordered by the User shall be eligible to be replaced in accordance with the seller's replacement policy, if the Product delivered is damaged, soiled or is different from the Product specifications mentioned on the Website.

Where the Product replaced is of a higher value than the Product returned, the User shall be liable to pay the differential charges by way of any of the payment method mentioned herein.

Where the Product replaced is of a lower value, the Supplier may at its discretion issue a voucher or credit note for the differential value and the User that may use such voucher, subject to terms and conditions stated therein, for another transaction on the Website.

Where there is a likelihood of delay in delivery of the Products, the User may be notified of the same from time to time. However, no refunds may be claimed by the User for any delay in delivery of the Products, which was caused due to reasons beyond the control of the Website and/or the Seller.

The Users understand that the refund facility may not be available in full or in part for certain category of Products, as may be mentioned on the Website from time to time and hence the User may not be entitled to a refund in respect of the transactions for those Products.

Refund, if any, shall be made at the same issuing bank through which the Product was purchased. For cash on delivery transactions, refunds, if any, will be made via demand draft in favour of the User (as per registration details provided by the User).

All refunds where accepted shall be made in Indian Rupees only.

The User acknowledges that the Website will not be liable for any damages, interests or claims etc. resulting from non-processing an order or any delay in processing an order which is beyond control of the Website.

All Users and sellers shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made there under, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made there under, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under and all other laws as may be applicable.

(v) Promotional Code/Vouchers

The Website may, at its sole discretion offer certain promotions and offers on its Websites subject to further conditions as may be applicable and intimated to Users from time to time.

Any promotional code issued by the Website to its Users for purchase of Products may not be copied, sold, or otherwise commercialized.

Such codes and offers shall not be redeemable for cash and shall be subject to cancellation or change at any time for any reason.

In addition to the above, the Website may offer purchase of third party seller vouchers and promotions on its Websites from time to time which shall be subject to such terms and conditions as may be advertised on such vouchers.

The User agrees that the Website shall not be liable for any expiry, misuse, or non-delivery of the vouchers by the third party vendors to the User who shall have purchased the same from the Website and hereby releases and relieves the Website from any and all claims or liabilities that may arise there from.

## [J. MyThofa.com Fees](#)

### 1. FEES INCURRED BY SERVICE PROFESSIONALS

Joining MyThofa.com, opening an Account, posting Services and viewing posted Services is free. MyThofa.com reserves the right at its sole discretion to charge fees to Service Professionals or Users for other services that MyThofa.com may provide, including but not limited to fees for contacting Service Users, responding to job leads generated by MyThofa.com, or conducting transactions with Service Users through MyThofa.com.

MyThofa.com offers premium services to Service Professionals for a fee and may in the future offer additional services. MyThofa.com reserves the right to charge fees for these services at its sole discretion.

### 2. FEES INCURRED BY SERVICE USERS

Joining MyThofa.com, opening an Account, viewing posted Services, and purchasing posted Goods and/or Services is free. MyThofa.com currently does not charge Service Users for transactions completed on the Website between Service Users and Services Professionals. However, MyThofa.com reserves the right to charge a fee to Service Users in the future on a per-transaction basis or in any other manner, and reserves the right to do so in its sole discretion. Changes to this Fee Policy are effective after MyThofa.com has provided you with thirty (30) days' notice by posting the changes on the Website.

### 3. ADDITIONAL FEES

If applicable, you agree to pay all fees or charges to your Account based on MyThofa.com's fees, charges, and billing terms then in effect. If you do not pay on time or if MyThofa.com cannot charge your credit card, any payment gateway or other payment method for any reason, MyThofa.com reserves the right to either suspend or terminate your access to the Website and Account and terminate these Terms of Use.

You are expressly agreeing that MyThofa.com is permitted to bill you for the applicable fees, any applicable tax and any other charges you may incur in connection with your use of this Website and the fees will be billed to your credit card, a payment gateway or other payment method designated at the time you make a purchase or register for a fee-based service. If you cancel your Account at any time, you will not receive any refund. If you have a balance due on any account, you agree that MyThofa.com may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. MyThofa.com

reserves its right to initiate appropriate legal proceedings, if necessary, in its sole discretion, to recover such outstanding amounts.

#### 4. TAXES

You understand that we are acting solely as an intermediary for the collection of product or service costs and fees between a Service User and a Service Professional who choose to enter into an Agreement for Service/ Goods. Because state and local tax laws vary significantly by locality, you understand and agree that you are solely responsible for determining your own tax reporting requirements in consultation with tax advisors, and that we cannot and do not offer tax advice to either hosts or guests. Further, you understand that MyThofa.com shall not be responsible or liable in any manner in relation to tax liability of a Service User or a Service Professional.

#### 5. REFUND POLICY

All sales on MyThofa.com and its intermediaries are final and non-refundable.

### K. Negotiation of Terms of Service; Disputes Between Registered Users

#### 1. CONTRACT TEMPLATE

As a courtesy to Registered Vendors, to facilitate the negotiation and confirmation of the Agreement for Service, MyThofa.com provides a general framework detailing the terms of Service (e.g., rate). Registered Users acknowledge and agree that (i) they are solely responsible for addressing all issues that exist now or may arise in the future in connection with the applicable Service; and (ii) it is solely up to such Registered Users, if they so desire, to enter into a signed, written contract, that addresses all of the relevant issues and memorializes the agreed upon in the Contract.

You should not rely on the any information or resources contained on the Website, including, without limitation, the Terms of Use, as a replacement or substitute for any professional, financial, legal or other advice or counsel. MyThofa.com makes no representations and warranties, and expressly disclaims any and all liability, concerning actions taken by a user following the information or using the resources offered or provided on or through the Websites, including, without limitation, to any ongoing discussions. In no way will MyThofa.com be responsible for any actions taken or not taken based on the information or resources provided on this Website. If you have a situation that requires professional advice, you should consult a qualified specialist. Do not disregard, avoid or delay obtaining professional advice from a qualified specialist because of information or resources that are provided on this Website, however provided.

#### 2. MYTHOFA.COM IS NOT A PARTY TO ANY SERVICE CONTRACT

Each Registered User hereby acknowledges and agrees that MyThofa.com is NOT a party to any oral or written Agreement for Service, or any contract entered into between Registered Users in connection with any Service offered, directly or indirectly, through the Website. Each Registered User acknowledges, agrees and understands that MyThofa.com only seeks to provide a platform wherein the Service User and Service Professional can be brought together and MyThofa.com itself has not role in the execution or provision of Services.

#### 3. NO AGENCY OR PARTNERSHIP

No agency, partnership, joint venture, or employment is created as a result of the Terms of Use or your use of any part of the Website, including without limitation, any Agreement for Service. You do not have any authority whatsoever to bind MyThofa.com in any respect. All Service Professionals are independent contractors. Neither MyThofa.com nor any users of the Website may direct or control the day-to-day activities of the other, or create or assume any obligation on behalf of the other.

#### 4. DISPUTES BETWEEN REGISTERED USERS

Subject to the provisions regarding disputes between Website participants in connection with Feedback, your interactions with individuals and/or organizations found on or through the Website, including payment of and performance of any Service, and any other terms, conditions, warranties or representations associated with such transactions or dealings, are solely between you and such individual or organization. You should take reasonable precautions and make whatever investigation or inquiries you deem necessary or appropriate before proceeding with any online or offline transaction with any third party, including without limitation, service professionals and Service Users.

You understand that deciding whether to use the Services of a Service Professional or provide Services to a Service User or use information contained in any Submitted Content, including, without limitation, Postings, Offers, Wants and/or Feedback,

is your personal decision for which you alone are responsible. You understand that MyThofa.com does not warrant and cannot make representations as to the suitability of any individual you may decide to interact with on or through the Website and/or the accuracy or suitability of any advice, information, or recommendations made by any individual. While MyThofa.com may attempt to seek information about the background of a Service Professional, either via a telephonic or in-person interview, review of past work/customer feedback and/or check presence online (if available) on Facebook, personalised website, LinkedIn, Twitter etc., you understand that Service Professionals may register themselves. You also understand that any so called background check undertaken by MyThofa.com is not exhaustive to the extent to determine previous criminal antecedents and hence, at the end of the day, the Service User should take an informed decision on his/her own accord and keep in mind the fact that MyThofa.com only seeks to provide a platform wherein Service Users and Service Professionals have an opportunity to meet each other.

NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT SINCE MYTHOFA.COM only seeks to provide a platform wherein the Service User and Service Professional can be brought together and MyThofa.com itself has no role in the execution or provision of Services ITSELF, MyThofa.com SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT OR WARRANTY WHATSOEVER INCURRED AS THE RESULT OF ANY SUCH TRANSACTION OR DEALINGS. IF THERE IS A DISPUTE BETWEEN PARTICIPANTS ON THE WEBSITE, OR BETWEEN REGISTERED USERS OR ANY WEBSITE USER AND ANY THIRD PARTY, YOU ACKNOWLEDGE AND AGREE THAT MYTHOFA.COM IS UNDER NO OBLIGATION TO BECOME INVOLVED. IN THE EVENT THAT A DISPUTE ARISES BETWEEN YOU AND ONE OR MORE WEBSITE USERS, REGISTERED USERS OR ANY THIRD PARTY, YOU HEREBY RELEASE MYTHOFA.COM, ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS, AND SUCCESSORS IN RIGHTS FROM ANY CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEABLE OR UNFORESEEABLE, DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY RELATED TO SUCH DISPUTES AND/OR THE WEBSITE OR ANY SERVICE PROVIDED THEREUNDER.

#### O. Dispute Resolution

If a dispute arises between you and MyThofa.com, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and MyThofa.com hereby agree that we will resolve any claim or controversy at law and equity that arises out of the Terms of Use or the Website in accordance with this Section O or as we and you otherwise agree in writing. Before resorting to the filing of a formal lawsuit, we strongly encourage you to first contact us directly to seek a resolution via e-mail at [team@MyThofa.com](mailto:team@MyThofa.com). The dispute shall be resolved through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

#### 1. GOVERNING LAW

The Terms of Use shall be governed in all respects by the laws of India and any legal proceeding arising out of this Agreement will occur exclusively in the courts located in Bengaluru, Karnataka, India.

#### L. Advertisements

Aspects of the Website and other MyThofa.com services may be supported by advertising revenue. As such, MyThofa.com may display advertisements and promotions on the service. The manner, mode and extent of advertising by MyThofa.com on the Website are subject to change and the appearance of advertisements on the Website does not necessarily imply endorsement by MyThofa.com of any advertised products or services. You agree that MyThofa.com shall not be responsible or liable for any loss or damage of any sort incurred by you as a result of any such dealings or as the result of the presence of such advertisers on the Website.

#### M. Third-party Links, Contact Forms and Phone Numbers

The Website may provide, or third parties may provide, links, contact forms and/or phone numbers to other websites or resources, including, without limitation, social networking, blogging and similar websites through which you are able to log into the Website using your existing account and log-in credentials for such third-party websites. Certain areas of the Website may allow you to interact and/or conduct transactions with such third-party sites, and, if applicable, allow you to configure your privacy settings in your third-party site account to permit your activities on the Website to be shared with your contacts in your third-party site account. Because MyThofa.com has no control over such sites and resources, you acknowledge and agree that MyThofa.com is not responsible for the availability of such external sites or resources, and is not responsible or liable for any content, advertising, products, goods or services on or available from such websites or resources. Unless expressly stated on the Website, links to third-party sites should in no way be considered as or

interpreted to be MyThofa.com's endorsement of such third-party sites or any product or service offered through them. You further acknowledge and agree that MyThofa.com shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advertising, product, goods or services available on or through any such website or resource. The Third-party website may have different privacy policies and terms and conditions and business practices than MyThofa.com. In certain situations, you may be transferred to a Third-party website through a link or connected to a Third-party resource by a contact form or phone but it may appear that you are still on this Website or transacting with MyThofa.com. In these situations, you acknowledge and agree that the Third-party website terms and conditions and privacy policy apply in this situation. Your dealings and communications through the Website with any party other than MyThofa.com are solely between you and such third party. Any complaints, concerns or questions you have relating to materials provided by third parties should be forwarded directly to the applicable third party.

#### [N. Disclaimer of Warranties](#)

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, AND MYTHOFA.COM AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SERVICE PROFESSIONALS, SUPPLIERS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND MAKE NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THIS WEBSITE, THE SERVICES OFFERED ON OR THROUGH THIS WEBSITE, ANY DATA, MATERIALS, SUBMITTED CONTENT, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS WEBSITE, INCLUDING WITHOUT LIMITATION THE MATERIALS, DATA AND SUBMITTED CONTENT OF OTHER USERS OF THIS SITE OR OTHER THIRD PARTIES. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WEBSITE, THE SERVICES OFFERED ON OR THROUGH THIS WEBSITE, DATA, MATERIALS, SUBMITTED CONTENT, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS WEBSITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHEREIS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. MYTHOFA.COM DOES NOT PROVIDE ANY WARRANTIES AGAINST ERRORS, MISTAKES, OR INACCURACIES OF DATA, CONTENT, INFORMATION, MATERIALS, SUBSTANCE OF THE WEBSITE OR SUBMITTED CONTENT, ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY OR SERVICE USER OR SERVICE PROVIDER, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY DATA, CONTENT, INFORMATION, MATERIALS, SUBSTANCE OF THE WEBSITE OR SUBMITTED CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. MYTHOFA.COM DOES NOT ENDORSE, WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISEMENT. MYTHOFA.COM WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY PARTY, INCLUDING THIRD PARTY SERVICE PROFESSIONALS OF PRODUCTS OR SERVICES. AS WITH THE USE OF ANY PRODUCT OR SERVICE, AND THE PUBLISHING OR POSTING OF ANY MATERIAL THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

#### [S. Limitations of Liability](#)

IN NO EVENT SHALL MYTHOFA.COM, OR ITS RESPECTIVE OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SERVICE PROFESSIONALS, SUPPLIERS, ATTORNEYS OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE) WHATSOEVER RESULTING FROM ANY (I) ACCESS TO OR USE OF THE WEBSITE OR ANY SERVICES OFFERED BY ANY SERVICE PROFESSIONALS VIA THE WEBSITE, INCLUDING SERVICES PROVIDED PURSUANT TO AN AGREEMENT FORMED INDEPENDENTLY OF THE WEBSITE, WHETHER OR NOT AN AGREEMENT FOR SERVICE FORMED VIA THE WEBSITE IS IN EFFECT; (II) ERRORS, MISTAKES, OR INACCURACIES OF DATA, MARKS, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF THE



WEBSITE OR SUBMITTED CONTENT; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY; (V) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE; (VI) ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF THE WEBSITE OR SUBMITTED CONTENT; (VII) ANY FAILED NEGOTIATIONS FOR A SERVICE, ANY DISPUTES THAT ARISE DURING OR AFTER THE NEGOTIATION OF A SERVICE OR THE FORMATION OF A CONTRACT FOR A SERVICE, OR ANY OTHER DISPUTE THAT ARISES BETWEEN USERS OF THE WEBSITE; (VIII) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY OR SERVICE USER OR SERVICE PROFESSIONAL; OR (IX) ANY USE OF ANY DATA, MARKS, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF THE WEBSITE OR SUBMITTED CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MYTHOFA.COM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IN NO EVENT SHALL THE TOTAL, AGGREGATE LIABILITY OF MYTHOFA.COM, OR ANY OF THE ABOVE-REFERENCED RESPECTIVE PARTIES, ARISING FROM OR RELATING TO THE WEBSITE, AND/OR SUBMITTED CONTENT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO MYTHOFA.COM BY YOU HEREUNDER.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT MYTHOFA.COM SHALL NOT BE LIABLE FOR SUBMITTED CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY OR SERVICE USER OR SERVICE PROVIDER AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. YOU FURTHER ACKNOWLEDGE AND AGREE THAT MYTHOFA.COM SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE) WHATSOEVER RESULTING FROM OR RELATING TO ANY CONTRACT BETWEEN WEBSITE USERS ENTERED INTO INDEPENDENTLY OF THE WEBSITE.

THE WEBSITE MAY CONTAIN LINKS TO THIRD-PARTY WEBSITES THAT ARE NOT OWNED OR CONTROLLED BY MYTHOFA.COM.

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## 1. FORCE MAJEURE

Neither MyThofa.com nor you shall be liable to the other for any delay or failure in performance under the Terms of Use, other than payment obligations, arising out of a cause beyond its control and without its fault or negligence. Such causes may include, but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or national disasters.

## O. Indemnification and Release

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS MYTHOFA.COM, AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SERVICE PROFESSIONALS, SUPPLIERS, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM YOUR USE OF, ACCESS TO, AND PARTICIPATION IN THE WEBSITE; YOUR VIOLATION OF ANY PROVISION OF THE TERMS OF USE, INCLUDING THE PRIVACY POLICY; YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, PROPRIETARY, INTELLECTUAL PROPERTY, OR PRIVACY RIGHT; OR ANY CLAIM THAT YOUR SUBMITTED CONTENT CAUSED DAMAGE TO A THIRD PARTY. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF SERVICE AND YOUR USE OF THE WEBSITE.

IF YOU HAVE A DISPUTE WITH ONE OR MORE WEBSITE USERS, YOU FOREVER RELEASE AND HOLD HARMLESS, MYTHOFA.COM (AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SERVICE PROFESSIONALS, SUPPLIERS, AGENTS, SUBSIDIARIES, AND EMPLOYEES) FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE AND/OR ANY SUBMITTED CONTENT.

THE TERMS OF USE, AND ANY RIGHTS AND LICENSES GRANTED HEREUNDER, MAY NOT BE TRANSFERRED OR ASSIGNED BY YOU, BUT MAY BE ASSIGNED BY MYTHOFA.COM WITHOUT RESTRICTION.

#### **P. No Third-party Beneficiaries**

You agree that, except as otherwise expressly provided in the Terms of Use, there shall be no third-party beneficiaries to the Terms of Use.

#### **Q. Notice**

You agree that MyThofa.com may provide you with notices, including those regarding changes to the Terms of Use, by email, regular mail, or postings on the Website.

#### **R. General Information**

##### **1. ENTIRE TERMS OF USE**

The Terms of Use, together with any Privacy Policy and any other legal notices or Additional Policies published by MyThofa.com on the Website, shall constitute the entire agreement between you and MyThofa.com concerning the Website. If any provision of the Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

No waiver of any provision of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and MyThofa.com's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

##### **2. STATUTE OF LIMITATIONS**

You agree that any cause of action arising out of or related to the Website must commence within three (3) months after the cause of action accrues. Otherwise, such cause of action is permanently barred.

##### **3. SECTION HEADINGS**

The section headings in the Terms of Use are for convenience only and have no legal or contractual effect