

# Terms of Use

## Modifications / Amendments

We may, at any time, for any reason, without assigning such reason, without notice, make changes to the website, including its look, feel, format, and content (defined hereafter); the services provided through the website and the mobile application; and these Terms of Use. Any such modifications/amendments as provided for in clause above will take effect from the time they are posted on the website and/or the mobile application. By your continued usage of the website and/or the mobile application upon such changes being posted, you will be deemed to have accepted such changes.

## Scope of use

You may only use the website and/or mobile application solely to obtain services provided by the company using the website and/or mobile application and for no other purpose whatsoever. You shall not interrupt or attempt to interrupt the operation of the website and/or the mobile application in any way. You shall not intrude or attempt to intrude into the servers hosting the website and/or mobile application in any way.

You shall make payments of all amounts to the company when due in accordance with these Terms of Use, TOS and/or Additional Agreements, including any duties, taxes, fees and/or related charges whether or not included in the amounts quoted on the website and/or mobile application. User shall also agree to pay all duties, taxes, and related charges arising out of its use of the services.

In the event that any transaction or attempted transaction relating to OfBusiness which violates these Terms of Use, the Privacy Policy (defined hereafter) or applicable law comes to your knowledge, you shall take all steps to promptly inform OfBusiness of the same.

You shall at all times ensure full compliance with the applicable laws and rules and regulations regarding your use of our Services.

You are prohibited from collecting email addresses or other contact information of other users, through any means whatsoever, without authorization from OfBusiness; selling, cross-selling or

distributing Services to any third party or allowing multi-user access to the Services by sharing your password and user identification; using any automated software, hardware or any other similar mechanism to use access, navigate or search the website and/or mobile application; and posting or transmitting any information on the website and/or the mobile application including unauthorized or unsolicited advertising, promotional materials, or any other forms of unauthorized solicitation to other users (other than the information specifically permitted/ required to be posted or transmitted under these Terms of Use, TOS and/or Additional Agreements)

## **Intellectual property rights**

The website and the mobile application, and each of their modules is the copyrighted property of OfBusiness and/or its various third party providers and distributors. The website and mobile application contains material, which is protected by copyright and/or other intellectual property rights. OfBusiness reserves all rights in the website and the mobile application and their content not specifically granted in TOS, additional agreements and/or these Terms of Use.

Any software that is made available to download from the website and/or the mobile application (Software) is the copyrighted work of OfBusiness and/or its various third party providers and distributors. Your use of the software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the software (License Agreement). You may not install or use any software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. For any software not accompanied by a License Agreement, OfBusiness hereby grants to you, the User, a personal, non-exclusive, non-transferable license to use the Software for viewing and otherwise using the website and/or the mobile application in accordance with these Terms of Use and for no other purpose and such license may be terminated and revoked by OfBusiness at any time for any reason. Please note that all software is owned by OfBusiness and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the software is expressly prohibited by law, and may result in severe civil and criminal penalties.

“OfBusiness”, “OfBusiness.com”, “Order From. Order For.” and other OfBusiness graphics, logos, taglines and service names are the intellectual property of OfBusiness. Except as specifically permitted herein, these shall not be used by the user or any other person without the prior written permission from OfBusiness. All other trademarks not owned by OfBusiness that appear on the

website and/or the mobile application are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by OfBusiness.

You may use and display any portion of the content available on the website and the mobile application (including without limitation text, graphics, software, audio and video files and photos) (Content) only on your personal computer, mobile phone, tablet or other similar personal device and only for personal use. You may print copies of the content and store the content on your personal computer, mobile phone, tablet or other similar personal device for your personal use. OfBusiness grants you a limited, personal, non-exclusive and non-transferable license only for such use.

You shall not alter or modify the content in any way. You shall not use, reproduce, republish, distribute, prepare derivative works, or otherwise use the content (or any portion thereof) other than as explicitly permitted herein.

You shall not remove any: (a) copyright, trade-mark or other intellectual property notices from any content (or from copies and/or printouts thereof); and/or (b) link to the website and/or mobile application from any place, without our express written consent.

You do not acquire any ownership rights to any content. Any unauthorized use of the content shall terminate the permission or license granted by OfBusiness herein.

You shall not transfer the content to any other person except with the prior written consent of the company. You agree to abide by all additional restrictions in relation to the content displayed on the website and/or mobile application, as may be updated from time to time.

Notwithstanding the above, OfBusiness does not represent or guarantee that it has any right (including intellectual property rights) on the content including the right to allow use thereof by the users.

## **Communication Services and Your Information**

Please note that in accordance with the Information Technology Act, 2000 and its amendment in 2008, and its applicable rules thereunder, in case of non-compliance with applicable law, these Terms of Use and/or the Privacy Policy in relation to the access or usage of our website and/or mobile application, we have the right to immediately terminate the access or usage rights of any user of our website and/or mobile application and remove any non-compliant information. Without limiting

the generality and effect of the foregoing, you undertake that you shall not host, display, upload, modify, publish, transmit or share any information on the website or mobile application that: belongs to another person and to which you do not have any rights; is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; harm minors in any way; infringes any patent, trademark, copyright, or other proprietary rights; violates any law for the time being in force; deceives or misleads the addressee about the origin of such messages or communicates an information which is grossly offensive or menacing in nature; impersonate another person; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; In order to enable OfBusiness to use Your Information, so that we are not violating any rights you may have in Your Information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to use Your Information, in any media now known or that may come into existence in future.

Without prejudice to our rights under Clause 7.5 above, to the extent required or permitted by applicable law, we may also collect, use and disclose your information in connection with security-related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.

You shall solely be responsible for any loss that may be incurred by any person as a consequence of the use of/ reliance on Your Information and you agree and undertake to indemnify and hold harmless, the company, its employees, officers, affiliates, partners and group companies from all such losses.

"Loss" for the purposes of these Terms of Use means each loss, damage, fine, penalty, cost, expense or other liability (including legal and other professional fees) and Losses shall be interpreted accordingly.

## **Links to Third Party Websites**

The website and/or mobile application may be linked to other websites on the World Wide Web that are not under the control of or maintained by OfBusiness. Such links do not indicate any responsibility or endorsement on our part for the external website concerned, its contents or the links

displayed on it. OfBusiness has no responsibility or liability for and makes no representations whatsoever about any other website that you may have access to through our Website and/or mobile application. These linked sites are only for your convenience, and therefore, you access them at your own risk.

OfBusiness shall not be liable for any loss associated with your use of such other websites. OfBusiness seeks to protect the integrity of its Website and mobile application and the links placed upon it and therefore requests any feedback on not only its own Website and mobile application but also third party links. OfBusiness reserves the right, at its sole discretion, to terminate any link or linking program at any time and for any reason it deems appropriate.

## **Exclusions**

Your use of the Website and the mobile application is at your own risk. Everything on the Website and the mobile application including the access to listing of and information about any Suppliers are provided to you on an "as is where is" basis and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The entire risk as to the results and performance obtained from using the Content is assumed by you.

The Suppliers and other suppliers providing services listed on the Website or the mobile application are third parties obtaining services from OfBusiness as an independent contractor and not agents or employees of OfBusiness. OfBusiness is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such third parties or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.

The Website and the mobile application and the Content contained therein could include technical or other inaccuracies or typographical errors. You agree and acknowledge that much of the Content on the Website and mobile application is provided and/or uploaded by third parties. OfBusiness makes no representations or warranties as to the completeness or accuracy of Content. OfBusiness makes no commitment to update or correct the Content that appears on the Website and/or the mobile application.

OfBusiness makes no representations about the suitability of the information, software, products and services contained on the Website and mobile application for any purpose, and the inclusion or

offering for sale of any products or services on the Website and mobile application does not constitute any endorsement or recommendation of such products or services by OfBusiness. All such information, software, products, and services are provided on an "as is where is" basis without warranty of any kind. OfBusiness disclaims all warranties, conditions and liability with regard to this information (including, without limitation, photographs, a list of amenities and descriptions of Suppliers), software, products, and services including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

Information is supplied upon the condition that the persons receiving the same will make their own determination as to its suitability for their purposes prior to use or in connection with the making of any decision.

Without prejudice to the generality of the above, OfBusiness does not confirm or guarantee any accuracy of the ratings provided to the Suppliers listed on the Website and the Mobile application and the same are provided solely for the convenience of the Users.

## **Limitation of Liability**

Liability of the Company under these Terms of Use and/or otherwise in relation to the Users' subscription to or use of any of our Services shall be limited and not exceed the payments specifically required to be made by the Company under these Terms of Use, TOS and/or any Additional Agreements. The Company disclaims all warranties, express or implied, with respect to the obligations performed under these Terms of Use, TOS and/or any Additional Agreements.

## **Indemnity**

You agree to indemnify, defend and hold harmless OfBusiness, its employees, attorneys and agents, from and against any and all Losses asserted against or incurred by OfBusiness that arise out of, result from, or may be payable because of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms of Use, TOS and Additional Agreements or any other liabilities arising out of your subscription to or use of the Website and/or the Mobile application.

## **Term and Termination**

Subject to the provisions of this Clause, these Terms of Use shall remain in full force and effect while you use any Service in any form or capacity.

OfBusiness may suspend or terminate your use of the Website and/or the Mobile application at any time in its sole and absolute discretion without serving any notice. Without prejudice to OfBusiness' rights under these Terms of Use to suspend or terminate your use of the Website and/or the Mobile application without any reason or for other reasons specified elsewhere in these Terms of Use, OfBusiness may suspend or terminate your use of the Website and/or the Mobile application without any notice if it believes, in its sole and absolute discretion that:

- you have breached, violated, abused, or unethically manipulated or exploited any provisions of these Terms of Use, TOS and/or Additional Agreements or have otherwise acted in an unlawful or unethical manner;
- the information/details provided by you cannot be verified or authenticated;
- your actions may infringe on any third party rights or otherwise result in any liability for OfBusiness and/or other Users.

OfBusiness reserves the right to recover any amounts due and owing by the User to OfBusiness and/or any Supplier and take any legal action for recovery thereof as it deems necessary.

Upon suspension or termination of your use of the Website and/or Mobile application, you shall have no right and we shall have no obligation thereafter to execute any of your uncompleted tasks or forward any unread or unsent messages to you or any third party. Once the User's registration or the Services are suspended or terminated, any data that you may have stored on the Website and/or Mobile application may not be retrieved later. In such an event, OfBusiness shall not be responsible or liable for any loss or damage that may be caused to you as a consequence of such suspension or termination.

Once the User has been indefinitely suspended or terminated, the User may not register on the Website and/or Mobile application or use the Website and/or Mobile application in any manner whatsoever unless specifically permitted OfBusiness.

### **Introduction of new technologies**

The Company will pay special attention to any money laundering threats that may arise from new or developing technologies including internet transactions that might favour anonymity, and take

measures, if needed, to prevent their use in money laundering schemes. Many Companies are engaged in the business of issuing a variety of Electronic Cards that are used by customers for buying goods and services, drawing cash from ATMs, and can be used for electronic transfer of funds. Further, marketing of these cards is generally done through the services of agents. The Company ensures that appropriate KYC procedures are duly applied before issuing the cards, if any, in future to the customers. It is also desirable that agents are also subjected to KYC measures.

#### **Applicability to branches & subsidiaries outside India**

The above guidelines shall also apply to the branches and majority owned subsidiaries located abroad, especially, in countries which do not or insufficiently apply the FATF Recommendations, to the extent local laws permit. When local applicable laws and regulations prohibit implementation of these guidelines, the same should be brought to the notice of Reserve Bank.

#### **Appointment of principal officer**

The Company has a senior management officer to be designated as Principal Officer. Principal Officer shall be located at the head/corporate office of the Company and shall be responsible for monitoring and reporting of all transactions and sharing of information as required under the law. He will maintain close liaison with enforcement agencies, banks and any other institution which are involved in the fight against money laundering and combating financing of terrorism.