

Universal Policy

These terms of use are an electronic record in the form of an electronic contract formed under The Information Technology Act, 2000 and the rules made thereunder and the amended provisions pertaining to electronic documents / records in various statutes as amended by The Information Technology Act, 2000. These terms and conditions do not require any physical, electronic or digital signature. These terms and conditions is published and shall be construed in accordance with the provisions of The Information Technology, 2000 and the rules made thereunder.

There are many different ways you can connect to us – when you create an account with us, subscribe to our offers, contact us online, view our e-mails, browse through our website etc. When you share information with us, for example by creating a DigiThane account, you trust us with your information. We value your trust and your privacy is important to us. So, we've developed a Privacy Policy that covers the below and further details available at <https://digithane.thanecity.gov.in>

- What information we collect and why we collect it.
- How we use that information.
- The choices we offer, including how to access and update information.

Please take a moment to familiarize yourself with our Terms of Use and Privacy Policy.

Thank You.

Terms of Use

ACCEPTANCE OF TERMS AND CONDITIONS

CAUTION: PLEASE READ THIS AGREEMENT CAREFULLY. BY BROWSING, ACCESSING OR USING THIS WEBSITE OR MOBILE APPLICATION OR BY USING ANY FACILITIES OR SERVICES MADE AVAILABLE THROUGH OR ON IT, YOU ARE AGREEING TO THE TERMS OF USE THAT APPEAR BELOW (ALL OF WHICH ARE CALLED THE "AGREEMENT"). THIS AGREEMENT IS MADE BETWEEN YOU AND US. USE OF THE SERVICES AND THE WEBSITE OR MOBILE APPLICATION AND ANY PURCHASE MADE THERETO ARE EACH SUBJECT TO THE TERMS OF USE SET OUT IN THIS AGREEMENT.

THIS AGREEMENT IS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3(1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011 THAT REQUIRE PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND TERMS OF USE FOR ACCESS OR USAGE OF A WEBSITE/APPLICATION/DIGITAL PLATFORM.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS; AND INCLUDES VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

By reason of selecting the option of '**I Accept**' in <https://digithane.thanecity.gov.in> (the "**Website**" in this document) or DigiThane mobile application (the "mobile application"), you, the Customer ("you", "your", or the "User" in this document) expressly agree to be bound by the terms and conditions of this Policy. You hereby expressly consent to the processing of your personal information and non-personal information in accordance with this Policy. Your personal information may be stored, processed or transmitted in India or any other part of the world, where laws regarding storing, processing or transmitting of personal information may be less or more restrictive than the laws in your country. If you do not agree to the terms of this Policy, please do not use our services and can chose the option of '**I do not accept**'.

Thank you for using DigiThane the service by Thane Smart City Ltd. ("We"/ "Us" / "Our"/ "Company")! We value the trust you place in us.

This Agreement governs the access and use of all services offered by us. We may, in our sole and absolute discretion and without any specific notice to you, update and change any part or all of this Agreement, including but not limited to the fees and charges associated with the use of or access to our services. If we update or change this Agreement, then the updated version will be posted at <https://digithane.thanecity.gov.in> or on the relevant services' page. When we change/modify this Agreement, we will specify the 'Last Modified' date and the updated agreement will become effective and binding from such date. You are required to review this Agreement periodically. Unless explicitly stated otherwise, any new features or products that change, augment or enhance our current services and/or products shall be subject to the terms of this Agreement. Your access to and use of our services is further subject to our Privacy Policy which is available on <https://digithane.thanecity.gov.in> and is incorporated herein by reference. Certain features of our products and services may be subject to additional guidelines, which will be posted on our respective products and services and shall be deemed to be incorporated herein by reference.

As part of our products and/or services, you may from time to time receive updates/upgrades to our services which may be automatically downloaded and installed to the Users device/systems or reflected on our websites. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of our products and/or services.

As of now You can select/deselect option to receive SMS/Email/Mobile push. However, in case of emergency notification and government related alerts/ notifications, we need to bypass your notification settings to enable you to receive notification via SMS/mobile application/ Email. The message may be preceded by the words "Urgent".

GENERAL

The Merchants have entered into agreements/arrangements with us pertaining to the provision of various offer and promotions with respect to their products and services. The Merchants have represented to us that they are completely qualified and capable of providing the said products and services. However, we, including our services, do not in any way verify the credentials or representations of any of the Merchants, the service levels or the quality of any their products or services offered by the Merchants, or the Merchant's compliance with applicable laws. There exists no employer-employee relationship between the Merchants and us. We do not endorse any Merchant. You/the User are encouraged to independently verify any such information pertaining to the Merchants.

We clarify that all commercial/contractual terms are offered by the Merchants alone. We do not have any control or do not determine or advise or in any way involve ourselves in the offering or acceptance of such commercial/contractual terms between the Merchant and you/User. The contract is directly between you and the Merchant and we shall not and are not required to mediate or resolve any dispute or disagreement between you and the Merchant and hereby disclaim all responsibilities and liabilities. We are only a medium to communicate between you/User and the Merchant.

- **User Accounts:** In order to use most aspects of the Services, you must register for and maintain an active personal user services account ("Account"). You must be at least 18 years of age, to obtain an Account. Account registration requires you to submit to us certain personal information, such as your name, address, mobile phone number, email address, username. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, may result in your inability to access and use the Services or termination of these services and agreement with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by us in writing, you may only possess one Account.
- **Payment for the Merchant's services:** The price for the Merchant's products and services will be calculated and provided before the booking/service session is confirmed. When the User places an order/books a service and/ or avails of any offer of the Merchant through our services, and if any payment is required to be made, the User will be given a choice of payment options, including via credit/debit card, payment gateways, and/or direct payment to the relevant Merchant or on behalf of the Merchant to us or our representative. If the User pays via credit/debit card or payment gateways, we will ask for a valid card details or payment gateway's account, as applicable, which will be billed, directly through our products and/or services, for the price/service fee of the applicable order/service booking, and / or such of our trade name will be the name that may appear on the payment statement/slip. As stated above, however, we, including our services, are not and shall not in any manner be considered the seller, dealer or supplier of any of the services/products ordered/booked. Further, the payments will be processed by third party service providers such as payment gateway service providers and the terms of services as imposed by them including disclaimers shall be mutatis mutandis be applicable to you. You have specifically authorized us or our Merchants to collect, process, facilitate and remit payments and / or the fee for the services booked by you. Your relationship with us is on a principal to principal basis and by accepting the terms of this Agreement you agree that we are an independent contractor for all purposes, and do not have control of or liability for the products or services that are listed/offered on our products and/or services that are paid for by using the payment facility provided by or through us. We do not guarantee the identity of any person nor do we ensure that a Merchants will complete a transaction.

You, as a service recipient, understand that upon initiating a transaction you are entering into a legally binding and enforceable contract with the Merchant to purchase its products and/or avail its services using our booking and payment facility, and you shall be obligated to pay the price/fee for the Merchants services/products at the time of availing the said product and/ or service.

Notwithstanding anything contained herein, it is at our discretion to process a transaction or reject it. As such we reserve the right to refuse to process transactions by a User with a prior history of questionable charges including without limitation breach of any agreements by such User with us or breach/violation of any law or any charges imposed by banks or breach of any policy.

- **Territory:** The Website or mobile application and the Services and any purchase are directed solely at those who access the Website from the India. We make no representation that Service (or any goods or services) are available or otherwise suitable for use outside India. If you choose to access the Website or mobile application (or use the Service or make a purchase) from locations outside India, you do so on your own initiative and are responsible for the consequences thereof.
- **Website and/or Mobile Application:** We provide an interactive online service owned and operated by us through the Website on the World Wide Web of the Internet (the “Web” or “Internet”) and its mobile application, consisting of services and products provided by third party with whom We have business relationships with.
- **Right to Transfer:** The right to use this Website or mobile application is personal to the User and is not transferable to any other person or entity. The User shall be responsible for protecting the confidentiality of User’s password(s), if any. User understands and acknowledges that, although the Internet is often a secure environment, sometimes there are interruptions in service or events that are beyond our control, and we shall not be responsible for any data lost while transmitting information on the Internet.
- **Not on Uninterrupted Basis:** While it is our objective to make the Website or mobile application accessible at all times, the Website or mobile application may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside our control, access to the Website or mobile application may be interrupted, suspended or terminated from time to time; we reserve the right, in our sole discretion, to terminate the access to any or all our website(s) and the related services or any portion thereof at any time, without notice. We shall also have the right at any time to change or discontinue any aspect or feature of the Website or mobile application, including, but not limited to, content, graphics, Offers, settings, hours of availability and equipment needed for access or use. Further, we may discontinue disseminating any portion of information or category of information, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics.

CONTENT

"Content" will include (but is not limited to) reviews, images, photos, audio, video, location data, nearby places, and all other forms of information or data. "Your Content" or "User Content" means content that you upload, share or transmit to, through or in connection with the Services, such as likes, ratings, reviews, images, photos, messages, profile information, and any other materials that you publicly display or displayed in your Account. "Our Content" means content that we create and make available in connection with the Services including, but not limited to, visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate ratings, reports and other usage-related data in connection with activities associated with your Account and all other elements and components of the Services excluding Your Content and Third-Party Content Provider.

REPRESENTATIONS REGARDING YOUR OR USER CONTENT

You are responsible for Your Content. You represent and warrant that you are the sole author of, own, or otherwise control all of the rights of Your Content or have been granted explicit permission from the rights holder to submit Your Content; Your Content was not copied from or based in whole or in part on any other content, work, or website; Your Content was not submitted via the use of any automated process such as a script bot; use of Your Content by us, third party services, and our and any third party users will not violate or infringe any rights of yours or any third party; Your Content is truthful and accurate; and Your Content does not violate any applicable laws. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. While we reserve the right to remove Content, we do not control actions or Content posted by our users and do not guarantee the accuracy, integrity or quality of any Content. You acknowledge and agree that Content posted by users and any and all liability arising from such Content is the sole responsibility of the user who posted the content, and not Digithane.

EQUIPMENT

- **User's Responsibility:** The Services and use of the website or mobile application do not include the provision of a computer or other necessary equipment to access the Site or the Services. To use the Site or Services, you will require Internet connectivity, Wi-fi and appropriate telecommunication links. The User shall be responsible for obtaining and maintaining all telephone, mobile, computer hardware, software and other equipment needed for access to and use of this Website or mobile application and all charges related thereto. We shall not be liable for any damages to the User's equipment resulting from the use of this Website or mobile application.

USER CONDUCT

- **Restrictions:** The User undertakes without limitation, not to use or permit anyone else to use the Service or Website or mobile application:
 - to upload, send or receive any information for which you have not obtained all necessary license and/or approvals (from us or third parties); or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world;
 - to upload, send or receive any material which is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data, malicious software, harmful data, or anything else which may interrupt, interfere with, corrupt or otherwise cause loss, damage, destruction or limitation to the functionality of any software or computer equipment);
 - to intercept or attempt to intercept any communications transmitted by way of a telecommunication system;
 - for a purpose other than which we have designed them or intended them to be used;
 - for any fraudulent purposes;
 - in any way which is calculated to incite hatred, ill will against any ethnic, religious or any community or is otherwise calculated to adversely affect any individual, group, community or entity.
 - to upload, send or receive any material, which is not civil or tasteful.
 - to upload, send or receive any material, including User Content, which is unlawful, harmful, tortious, defamatory, malicious, threatening, abusive, harassing, hateful, racist, homophobic, infringing, pornographic, violent, misleading, grossly offensive, of an indecent, obscene or menacing character, blasphemous or of a libellous nature of any person or entity, in contempt of court or in breach of confidence, or which infringes the rights of another person or entity, including copyrights, trademarks, trade secrets, patents, rights of personality, publicity or privacy or any other third party rights;
 - to cause annoyance, inconvenience or needless anxiety.
- **Forbidden uses:** The following uses of the Site and Services/Products are expressly prohibited, and you undertake not to do (or to permit anyone else to do) any of the following:
 - furnish false data including false names, addresses and contact details and fraudulent use of credit/debit card numbers;
 - attempt to circumvent our security or network including accessing data not intended for you, logging into a server or Account you are not expressly authorized to access, or probe the security of other networks (such as running a port scan);
 - access the Services (or Site) in such a way as to, or commit any act that would or does, impose an unreasonable or disproportionately large burden on our infrastructure or that otherwise interrupts or interferes with its functionality, efficiency or operation;

- execute any form of network monitoring which will intercept data not intended for you;
 - send unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material.
 - send malicious email/ messages, including flooding a user or site with very large or numerous emails;
 - enter into fraudulent interactions or transactions with us, a Seller or a Merchant (which shall include entering into interactions or transactions purportedly on behalf of a third party where you have no authority to bind that third party or you are pretending to be a third party);
 - use the Services or Site (or any relevant functionality of either of them) in breach of this Agreement;
 - use in an unauthorized manner, or forge, mail header information;
 - engage in any unlawful or criminal activity in connection with the use of the Services and/or the Site or any Voucher; or
 - copy or use any User Content (not belonging to you) for any commercial purposes.
- Any conduct by a User that in our exclusive discretion is in breach of the Terms of Use or which restricts or inhibits any other User from using or enjoying this Website or mobile application is strictly prohibited. The User shall not use this Website or mobile application to advertise or perform any commercial, religious, political or non-commercial solicitation, including, but not limited to, the solicitation of users of this Website or mobile application to become users of other online or offline services directly or indirectly competitive or potentially competitive with us.
 - We reserve the right to prevent you from using the Website (or mobile application) and the Service (or any part of thereof) and to prevent you from making any purchase, if your conduct is found to be in question or contravention of such Terms as mentioned above or in this Agreement.

PURCHASE AND SALE OF PRODUCTS AND/OR SERVICES

- We take no responsibility for the services and/or products for which our Vouchers may be redeemed. Further, we make no warranty to the Users for the quality, safety, usability, or another aspect of the product or service for which our Voucher may be redeemed.
- Some services for which our Voucher(s) can be redeemed are activities that involve potential bodily harm (such as different forms of adventure sports and activities.), and for those activities we take no responsibility for the service or activity being offered, and the User takes responsibility for his or her own actions in utilizing the services for which our Voucher can be redeemed.
- By purchasing any Merchant offering and services via the Website/App, you agree to the terms of sale specified below:
 - Benefits/Services will expire on the date specified on the Website/App.
 - Our Benefits cannot be combined with any other gift vouchers, third party vouchers, coupons, or promotions, unless otherwise specified by the Institution.
 - Sale or trade of DigiThane benefits is strictly prohibited.
 - Booking, reservations and amendments are subject to availability
 - Must be redeemed in a single visit (unless specified otherwise)
 - DigiThane benefits can be redeemed only after due verification of the customer including, without limitation, matching the unique identification number provided to the customer at the time of purchase of DigiThane Card.

- All local/national laws and rules, that apply to regular customers, apply to DigiThane card holders too
- The Merchant is solely responsible for the taxes levied/to be levied on the services for providing the Sales Invoice to the you against the services rendered.
- In case of cancellation or transactional failure, we shall not be responsible.
- We make every effort to ensure that any materials or rates displayed on its platform are accurate as at the date of issue. Changes in market conditions or circumstances may occur after the issue date, which may make information displayed on the platform no longer accurate, or no longer reflect the current position.
- DigiThane hereby expressly disclaims any representation, warranty or undertaking in relation to the accuracy, completeness, quality or adequacy of any contents of its platform.
- While we makes every effort to work with Merchants, which provide an acceptable standard of service for the price paid, we hereby expressly disclaim any representation, warranty or undertaking in relation to the quality or adequacy of any service listed on our Platform.
- All images used are for illustrative purposes only and are only indicative in nature. The actual service may vary from the displayed image. The specifications of any service is subject to change as necessary and without notice. Specification is not intended to form a part of any purchase unless specifically incorporated on the Website.
- Given the nature of various benefits, we do not take responsibility for any medical complications that arise during or post the use of services. We strongly advise our users to take all necessary precautions / consultations before availing of benefits.

Purchase and Redemption of DigiThane Offers

- Descriptions of the Merchant offerings advertised on the website are provided by the Merchant or other referenced third parties. We are not responsible for any claims associated with the description of the Merchant offerings. Pricing relating to certain Merchant offerings and services on the website may change at any time in our sole discretion without notice. So, it is advisable to go through the policies before making any purchase on our website.
- A Merchant may advertise goods, services or experiences on the website, that require Merchant to have an up-to-date regulatory authorization, license, or certification. We do not verify, validate, or collect evidence of any regulatory authorization, license or certification from any Merchant.
- DigiThane is not a health or wellness provider and does not, will not and cannot refer, recommend or endorse any specific professional, services, products or procedures that are advertised on the website. The website is not a substitute for professional advice, including, without limitation, medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a health condition. Never neglect to seek out or delay or disregard professional advice relating to your health because of something you have read on the website.
- We may, in our sole discretion, verify a user's identity prior to processing a purchase. We may also refuse to process a purchase, may cancel a purchase, or may limit quantities, as reasonably deemed necessary, to comply with applicable law or to respond to a case of misrepresentation, fraud or known or potential violations of the law or these terms of sale. Refunds for cancelled orders may be issued where appropriate.
- We do not guarantee that the Merchant offers best available rates or prices and does not guarantee against pricing errors. We reserve the right, in our sole discretion, to not process or to cancel any orders placed, including, without limitation, if the price was incorrectly posted on the website. In addition, we reserve the right, in our sole discretion, to correct any error in the stated retail price of the Merchant offering or services.

- Any attempted redemption not consistent with these terms and conditions will render the DigiThane benefits void and invalid.
- Institutions will have their own applicable terms and conditions, in relation to their own supply of their goods and services, and you agree to (and shall) abide by those terms and conditions. The responsibility to do so is yours alone.
- We reserve the right to change, modify substitute, suspend or remove without notice any information or benefit or service from the Website or mobile application forming part of the Service from time to time. Your access to the Website or mobile application and/or the Services may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access as soon as we reasonably can. We assume no responsibility for functionality during the same. For the avoidance of doubt, we may also withdraw any information or benefit from the Website or Services at any time.

PROMOTIONAL CODES

We may, in our sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third-Party Provider's services, subject to any additional terms that we establish on a per promotional code basis ("*Promo Codes*"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by us; (iii) may be disabled by us at any time for any reason without liability to us; (iv) may only be used pursuant to the specific terms that we establish for such Promo Code; (v) are not valid for cash; (vi) may expire prior to your use; and (vii) unless otherwise specified cannot be used more than once. We reserve the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that we determine or believe that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

INTELLECTUAL PROPERTY RIGHTS

- We grant you a limited, personal, non-transferable, nonexclusive, revocable license to access and use the Site pursuant to this Agreement and to any additional terms and policies set forth by us. All Intellectual Property Rights (including all copyright, patents, trademarks, service marks, trade names, designs (including the "look and feel" and other visual or non-literal elements)) whether registered or unregistered in the Website or mobile application and Service, (subject to the Title & Ownership Rights as mentioned below) information content on the Website or mobile application or accessed as part of the Service, any database operated by us and all the Website design, text and graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software (including applets and scripts) shall remain our property (or that of our licensors). You shall not, and shall not attempt to, obtain any title to any such intellectual property. All rights are reserved.
- None of the material listed in the clause above may be reproduced or redistributed or copied, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, sold, rented or sub-licensed, used to create derivative works, or in any way exploited without our prior express written permission. You may, however, retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not on any server or other storage device connected to a network) or print / save one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website or mobile application without our permission.
- "DigiThane", the Logos and variations thereof found on the website or mobile application are trademarks owned by us and all use of these marks inures to our benefit. All rights (including goodwill and, where relevant, trade marks) in our name are owned by us (or our licensors). Other product and company names mentioned on the Website or mobile application is the trademarks or registered trademarks of their respective owners.

- The title, Ownership Rights and Intellectual Property Rights in and to the content accessed using the Service is the property of the applicable content owner or Merchant and may be protected by applicable copyright or other law. The Agreement gives you no rights to such content.
- Subject to the clause below, any material you transmit or post or submit to the Website or mobile application (or otherwise to us) shall be considered (and we may treat it as) non-confidential and non-proprietary, subject to our obligations under data protection legislation or such legislation which provides for protection of electronic data under Indian Laws. If for some reason, any part of that statement does not work as a matter of law, then for anything which you supply to us from whatever source (i.e. via email, the Website or otherwise) you grant us a royalty-free, perpetual, irrevocable, non-exclusive right to use, copy, modify, adapt, translate, publish and distribute world-wide any such material.
- All comments, suggestions, ideas, notes, drawings, concepts or other information: (i) disclosed or offered to us by you; or (ii) in response to solicitations by us regarding the Service or the Website or mobile application; (in each foregoing case, these are called "Ideas") shall be deemed to be and shall remain our property and you hereby assign by way of present and future assignment all intellectual property rights in Ideas, to us. You understand and acknowledge that we have both internal resources and other external resources which may have developed or may in the future develop ideas identical to or similar to Ideas and that we are only willing to consider Ideas on these terms. In any event, any Ideas are not submitted in confidence and we assume no obligation, express or implied by considering it. Without limitation, we shall exclusively own all now known or hereafter existing rights to the Ideas of every kind and nature throughout the world and shall be entitled to unrestricted use of the Ideas for any purpose whatsoever, commercial or otherwise without compensation to the provider of the Ideas.
- We do not claim exclusive ownership of the User Data that the User provides to us including through our products and/or services, and we acknowledge and agree that, subject to the terms and conditions of this Agreement, the User will retain applicable copyright and other intellectual property rights in the User Data it already has.

DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

- The User expressly agrees that use of the Website or mobile application is at the User's sole risk. Neither we, our holding company or subsidiaries (if any), business associates nor any of their respective employees, agents, and Third-Party Content Providers warrant that use of the Website or mobile application will be uninterrupted or error-free; nor do they make any warranty as to (i) the results that may be obtained from use of this Website or mobile application, or (ii) the accuracy, reliability or content of any information, service or merchandise provided through the Website or mobile application.
- The Website or mobile application are made accessible on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement.
- We do not give any warranty that the Services or the Website or mobile application are free from viruses or anything else which may have a harmful effect on any technology.
- We reserve the right to change, modify substitute, suspend or remove without notice any information or Voucher or service from the Website or mobile application forming part of the Service from time to time. Your access to the Website or mobile application and/or the Services may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access as soon as we reasonably can. We assume no responsibility for functionality which is dependent on your browser or other third-party software to operate. For the avoidance of doubt, we may also withdraw any information or Voucher from the Website or Services at any time.
- We reserve the right to block access to and/or to edit or remove any material which in our reasonable opinion may give rise to a breach of this Agreement.

- This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behaviour, negligence, or under any other cause of action. The User specifically acknowledges that we are not liable for the defamatory, offensive or illegal conduct of other users or third-parties and that the risk of injury from the foregoing rests entirely with the User.
- In no event shall we, or any business associates, Third Party Content Providers, Third Party Advertisers Or Third-Party Service Providers, producing or distributing the Website or the contents hereof, mobile application and any software, be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use the Website or mobile application. The User hereby acknowledges that the provisions of this Clause shall apply to all content on the Website and mobile application.
- In addition to the terms set forth above, neither we , nor its subsidiaries and business associates, Third Party Service Providers or Third Party Content Providers shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or un-timeliness or un-authenticity of, the information contained within the Website, or for any delay or interruption in the transmission thereof to the user, or for any claims or losses arising there from or occasioned thereby. None of the foregoing parties shall be liable for any third-party claims or losses of any nature, including without limitation lost profits, punitive or consequential damages.
- We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement, even if we have been advised of the possibility of such damages. Without prejudice to the foregoing, under no circumstances shall our aggregate liability arising with respect to this Agreement will exceed the total Offer price paid or payable under this Agreement to us.
- Our liability is limited to the refund to the you the actual price paid by the you to purchase the Product/ Services. The decision to refund the money is solely at our discretion.

MONITORING

We shall have the right, but not the obligation, to monitor the content of the Website or mobile application at all times, including any chat rooms and forums that may hereinafter be included as part of the Website or mobile application, to determine compliance with this Agreement and any operating rules established by us, as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, we shall have the right to remove any material that we, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

LICENSE GRANT

By posting communications on or through this Website or mobile application, the User shall be deemed to have granted to us, a royalty-free, perpetual, irrevocable & non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the communication alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sublicensees.

INDEMNIFICATION

- You the User agree to, jointly and severally, fully indemnify, defend and hold us and our suppliers, licensors, affiliates, partners, subsidiaries, employees, representatives, agents and members (each an "**Indemnified Party**") harmless from and against any and all claims and demands, losses, liability, costs and expenses (including, but not limited to, attorneys' fees and dispute resolutions costs) (collectively, "**Liabilities**"), incurred by an Indemnified Party arising out of or related to: (i) the User's breach of this Agreement including without limitation the User's breach of any of its representations and warranties or covenants herein; (ii) the creation, use, or maintenance of the User Data, including, without limitation, any allegation that any User Data or any other information or content provided by the User infringes a third person's copyright, trademark or other proprietary or intellectual property right, or misappropriates a third person's trade secrets or is unlawful, threatening, abusive,

harassing, tortious, defamatory, obscene, harmful, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable; (iii) any dispute or litigation between an Indemnified Party and a third party or any other third party claim caused by, arising from or relating to your and/or the User's actions or omissions in relation to this Agreement, our products and/or services, any User Data or the User Account; (iv) the User's negligence or misconduct; or (v) the User's business dealings with any of the Merchants. These obligations will survive any termination of the User's use of our products and/or services or expiry or termination of this Agreement. To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of or by us and/or our suppliers, licensors, affiliates, partners, subsidiaries, employees, representatives, agents and/or members.

- The User agrees to defend, indemnify and hold harmless the Indemnified Party against all claims and expenses, including attorneys' fees, arising out of (i) the use of this Website and/or the mobile application by the User; (ii) the use of the Voucher; (iii) the use of the Service or Website or mobile application through your password; or (iv) any breach of this Agreement by you.

INJUNCTIVE RELIEF

You acknowledge that our products and services contain valuable trade secrets and proprietary information of us and our other protected rights, and that any actual or threatened breach of this Agreement will constitute immediate, irreparable harm to us for which monetary damages would be an inadequate remedy, and hence injunctive relief is an appropriate remedy for such breach, which we shall be entitled to avail without any protest.

TERMINATION

- We may terminate this Agreement at any time. Without limiting the foregoing, we shall have the right to immediately terminate any passwords or accounts of a User in the event of any conduct by the User which we, in our sole discretion, consider being unacceptable, or in the event of any breach by User of this Agreement.
- One User can have only one Account with a unique e-mail ID and unique phone number. If we have any suspicion or knowledge that any of its Users have created multiple Accounts with different e-mail addresses or phone numbers (including but not limited to account creation by using false names or providing misleading data for creating those Accounts or using disposable email addresses or disposable phone numbers) to generate additional cash back credits or misuse or take undue advantage of the promotional benefits being provided on our Platform, then we may, while reserving its rights to initiate civil and/or criminal proceedings against such User, also at our sole discretion terminate, suspend, block, restrict, cancel the Account of such User and/or disqualify that User and any related Users from availing the services ordered or undue benefits availed through these accounts.
- All such provisions wherein the context so requires, including Clauses on Intellectual Property Rights, Disclaimer of Warranty, Limitation of Liability, License Grant, Indemnification and Termination above will survive termination of this Agreement.
- Our right to terminate this Agreement shall not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

THIRD PARTY CONTENT

- Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including Third Party Content Providers, or any other Users are those of the respective author(s) or distributors and not ours.
- Neither we nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose (refer to the Clause for 'Disclaimer of Warranty, Limitation of Liability' above for the complete provisions governing limitation of liabilities and disclaimers of warranty).
- In many instances, the content available through this Website or mobile application represents the opinions and judgments of the respective information provider, User, or other users not under

contract with us, we neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on the Website by anyone other than our authorized employee/spokespersons while acting in official capacities.

- Under no circumstances will we be liable for any loss or damage caused by User's reliance on information obtained through the Website. It is the responsibility of User to evaluate the accuracy, completeness or usefulness of any information, opinion, advice etc. or other content available through the Website.
- The Website and mobile application may contain links to third-party websites maintained by other content providers. These links are provided solely as a convenience to you and not as an endorsement by us of the contents on such third-party websites and we hereby expressly disclaim any representations regarding the content or accuracy of materials on such third-party websites. If the User decides to access linked third-party websites, the User does so at his/her own risk.
- Unless you have executed a written agreement with us expressly permitting you to do so, you may not provide a hyperlink to the Website from any other website. we reserve the right to revoke its consent to any link at any time in its sole discretion.

ADVERTISEMENT

- We may place advertisements in different locations on the Website and at different points during use of the Service. These locations and points may change from time to time - but we will always clearly mark which goods and services are advertisements (i.e. from persons other than us), so that it is clear to you which goods and services are provided on an objective basis and which are not (i.e. the advertisements).
- You are free to select or click on advertised goods and services or not as you see fit.
- Any advertisements may be delivered on our behalf by a Third-Party Advertiser.
- No personal data (for example your name, address, email address or telephone number) will be used during the course of serving our advertising, but, on our behalf, our Third-Party Advertiser or affiliate may place or recognize a unique "cookie" on your browser (see our Privacy Policy about this). This cookie will not collect personal data about you nor is it linked to any personal data about you. If you would like more information about this practice and to know your choices about not having this information used by any company, see our Privacy Policy for more information.

PUBLICITY

- You will not use our name and/or logo publicly without our prior written consent.
- The User hereby authorizes us to send service related transactional SMS messages, even in the case that the User's contact number is listed as DND with the concerned telecom regulatory authority.

FORCE MAJEURE

Without prejudice to any other provision herein, we shall not be liable for any loss, damage or penalty as a result of any delay in or failure to deliver or otherwise perform hereunder due to any cause beyond our control, including, without limitation, acts of the User, embargo or other governmental act, regulation or request affecting the conduct of our business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labour difficulties, lightning, flood, windstorm or other acts of God.

MISCELLANEOUS

- This Agreement and our Privacy Policy <https://digithane.thanecity.gov.in> constitutes the entire agreement between the parties with respect to the subject matter hereof. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied on when entering into this Agreement (unless

such untrue statement was made fraudulently or was as to a matter fundamental to a party's ability to perform this Agreement) and that party's only remedies shall be for breach of contract as provided in this Agreement. However, the Service is provided to you under our operating rules, policies, and procedures as published from time to time on the Website.

- No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default.
- The section headings used herein are for convenience only and shall be of no legal force or effect.
- If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement and the remaining portions of this Agreement shall continue in full force and effect. The failure of either party to exercise any of its rights under this Agreement shall not be deemed a waiver or forfeiture of such rights or any other rights provided hereunder.
- All provisions of this Agreement apply equally to and are for our benefit, its subsidiaries, any of its holding companies, its (for their) affiliated and it (or their) Third Party Content Providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf (save that this Agreement may be varied or rescinded without the consent of those parties).
- Legal issues arising out of, but not exclusive to the use of, this Website or mobile application (unless otherwise specifically stated) are governed by and in accordance with the laws of India (exclusive of its rules regarding conflicts of laws) and the parties shall submit to the exclusive jurisdiction of the Courts in Thane.

DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION: If any dispute arises between the You and the Company during the subsistence of these Terms of Use or thereafter, in connection with, or arising out of, these Terms of Use, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) to be adjudicated by the CEO of Thane Smart City Pvt. Ltd. (TSCL). Arbitration shall be held at Thane, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties. Cost of arbitration shall be borne equally by both the Parties. The Terms of Use shall be governed by and construed in accordance with the laws of India. The courts of Thane, India, shall have exclusive jurisdiction in connection with these Terms of Use.

PRODUCTS/SERVICES TAKE DOWN POLICY: REPORTING VIOLATION OF INFRINGEMENT

We want to list the products and services of genuine sellers on our website or mobile application in order to ensure that infringing products are removed from the site, as they affect your and genuine Seller's valuable trust.

We do not and cannot verify if the Sellers have the right or ability to sell or distribute their listed products or services. However, we are committed to removing any infringing or unlicensed product or service once an authorized representative of the rights owner properly reports them to us. We sincerely want to ensure that item listings do not infringe upon the copyright, trademark or other intellectual property rights of third parties. We have the ability to identify and request removal of allegedly infringing products and materials. Any person or company who holds intellectual property rights (such as a copyright, trademark or patent) which may be infringed upon by-products listed by us is encouraged to report the same to our authorized Officer.

COMMUNICATION AND NOTICES

The communications between you/the User and us use electronic means, whether you/the User use our products and/or services or send us emails, or whether we post notices on our websites/platform/applications or communicate with you/the User *via* email, for contractual purposes, you/the User: (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you/the User electronically satisfy any legal requirement as if it were in hardcopy writing. Notice shall

be sent to the contact address set forth here (as such may be changed by notice given to the other party) and shall be deemed delivered as of the date of actual receipt.

To you/the User: As per the contact details provided to us at the time of registration or as may be updated from time to time in our records.

We may give electronic notices to our user base by means of a general notice via our products and/or services or may give electronic notices specific to the User by email to appropriate User e-mail addresses on record in our account information database for the User. We may give telephonic notice to the User by calls to appropriate numbers on record in our account information database for the User.