

## TERMS OF USE

### 1. GENERAL

- a) This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- b) This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of services provided by MySmartPrice through the website (www.mysmartprice.com, m.mysmartprice.com, browser add-on) or mobile application MySmartPrice.
- c) The domain names www.mysmartprice.com, m.mysmartprice.com, Browser Add-on ("Website"), and the Mobile Application named MySmartPrice ("**Application**") are owned and operated by MySmartPrice Web Technology Private Limited ("**Company**") a Private Company limited by shares, incorporated under the provisions of the Companies Act, 1956 and having its registered office at 4th floor, GNR's RV Insignia, Image Gardens Road, Madhapur, Hyderabad – 500081, Telangana, India where such expression shall, unless repugnant to the context thereof, be deemed to include its respective representatives, administrators, employees, directors, officers, agents and their successors and assigns.
- d) For the purpose of these Terms of Use ("**Terms**"), wherever the context so requires,
  - i) The term '**You**' & '**User**' shall mean any legal person or entity accessing or using the services provided on this Website/ Application, who is competent to enter into binding contracts, as per the provisions of the Indian Contract Act, 1872;
  - ii) The terms '**We**', '**Us**' & '**Our**' shall mean the Website / Application and/or the Company, as the context so requires.
  - iii) **The term 'Service' or 'the Service' means the price comparison, product discovery platform, affiliate and advertising services provided by MySmartPrice, otherwise expressly stated.**
  - iv) **The terms 'Party' & 'Parties' shall respectively be used to refer to the User and the Company individually and collectively, as the context so**

**requires.**

- e) **The headings of each section in these Terms are only for the purpose of organizing the various provisions under these Terms in an orderly manner, and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.**
  
- f) The use of the Website/ Application by the User is solely governed by these Terms as well as the Privacy Policy (“**Policy**”, available at [www.mysmartprice.com/privacy.html](http://www.mysmartprice.com/privacy.html)), and any modifications or amendments made thereto by the Company from time to time, at its sole discretion. Visiting the home page of the Website/ Application and/or using any of the services provided on the Website/ Application shall be deemed to signify the User’s unequivocal acceptance of these Terms and the aforementioned Policy, and the User expressly agrees to be bound by the same. The User expressly agrees and acknowledges that the Terms and Policy are co-terminus, and that expiry / termination of either one will lead to the termination of the other, save as provided in Section 3 hereunder.
  
- g) The User unequivocally agrees that these Terms and the aforementioned Policy constitute a legally binding agreement between the User and the Company, and that the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by the Website / Application, and that the same shall be deemed to be incorporated into these Terms, and shall be treated as part and parcel of the same. The User acknowledges and agrees that no signature or express act is required to make these Terms and the Policy binding on the User, and that the User’s act of visiting any part of the Website / Application constitutes the User’s full and final acceptance of these Terms and the aforementioned Policy.
  
- h) The Company reserves the sole and exclusive right to amend or modify these Terms and the aforementioned Policy without any prior permission or intimation to the User, and the User expressly agrees that any such amendments or modifications shall come into effect immediately. The User has a duty to periodically check the terms and stay updated on its requirements. If the User continues to use the

Website/ Application following such a change, the User will be deemed to have consented to any and all amendments / modifications made to the Terms and the aforementioned Policy. In so far as the User complies with these Terms and the aforementioned Policy, he/she is granted a personal, non-exclusive, non-transferable, revocable, limited privilege to enter and use the Website/ Application.

**2. ELIGIBILITY**

The User represents and warrants that he/she is competent and eligible to enter into legally binding agreements and that he/she has the requisite authority to bind himself/herself to these Terms and the aforementioned Policy, as determined solely by the provisions of the Indian Contract Act, 1872. The User may not use this Website / Application if he/she is not competent to contract under the Indian Contract Act, 1872, or is disqualified from doing so by any other applicable law, rule or regulation currently in force.

**3. TERM**

These Terms shall continue to form a valid and binding contract between the Parties, and shall continue to be in full force and effect until:

- a) The User continues to access and use the Website/ Application; or
- b) The Transaction between the Parties, if any, concludes to the satisfaction of both Parties;

whichever is longer. The Parties agree that certain portions of these Terms (“**Sections**”), such as **Sections 19, 20, 22 & 25**, shall continue to remain in full force and effect indefinitely, even after the expiry or termination of these Terms and the aforementioned Policy as contemplated herein.

**4. TERMINATION**

The Company reserves the right, in its sole discretion, to unilaterally terminate the User’s access to the products and services listed on the Website/ Application, or any portion thereof, at any time, without notice or cause. The User shall continue to be bound by these Terms and the aforementioned Policy, and it is expressly agreed to by the Parties that the User shall not have the right to terminate these Terms and the aforementioned Policy till the expiry of the same, as described in Clause 3 hereinabove.

## 5. THE ONLINE PLATFORM

MySmartPrice is an online products and services comparison platform which lets you discover the best products at best prices across a wide array of categories that include Mobiles, Electronics, Computers, Fashion and Lifestyle, Cameras, Books, Appliances and Personal Care, with the goal of creating the best online shopping research and discovery destination. We would also provide this platform for products and services beyond the categories listed above as deemed relevant for the Users.

MySmartPrice's price comparison engine enables you in finding the best price, as well as deals and offers from all major e-commerce stores in India. MySmartPrice acts as online platform for You to find and transact with registered members of the Website/ Application ("Members"), other non-registered users and buyers or sellers (collectively the "Users") showing products or services or otherwise associated with the Service.

**MySmartPrice DOES NOT SELL ANY PRODUCTS OR PROVIDE ANY SERVICES (EXCEPT 'THE SERVICE' AS DEFINED IN 1(d)(iii) ABOVE) AND IS NOT A PARTY TO ANY TRANSACTION YOU MAY MAKE WITH ANY MEMBER / USERS.**

## 6. MEMBERSHIP/REGISTRATION

To fully avail the services of the Website and Application, registration is required. Membership of this Website and Application is available to all, barring those "Incompetent to Contract" which *inter alia* include insolvents. **MySmartPrice Web Technology Pvt. Ltd.** reserves the right to terminate Your account on knowledge of You not being competent to use the services and having registered on the Website or Application or availing any of its services.

Further, at any time during Your use of this Website or Application, including but not limited to the time of registration, You are solely responsible for protecting the confidentiality of Your username and password, and any activity under the account shall be deemed to have been done by You. In the case that You provide Us with false and/or inaccurate details or the Company has reason to believe You have done so, We hold the right to permanently suspend Your account.

## 7. ACTIONS UNDERTAKEN BY THE WEBSITE/APPLICATION ON YOUR DEVICE:

Upon download and installation of the Application or visiting the Website, You grant the Company to perform the following actions on the device You have installed the Application in or visiting the Website from.

- (a) To read from, write on, modify and delete data pertaining to the Website/Application on the device's hard disk and/or external storage;
- (b) To access information about networks, access networks including Wi-Fi networks, receive and send data through the network;
- (c) To determine Your approximate location from sources like, but not limited to mobile towers and connected Wi-Fi networks;
- (d) To determine Your exact location from sources such as, but not limited to GPS;
- (e) To access the model number, IMEI number and details about the operating system of the device the Application has been installed on or the website is visited from, as well as the phone number of the device;
- (f) To retrieve information about other applications running on the device the Application has been installed on and open them;
- (g) To determine Your browsing history and bookmarks saved in the browser.
- (h) To access and use apps such as Calendar, Contacts, Phone's Camera, Call log.
- (i) To detect when the phone had been switched off and switched on for the purpose of sending notification/ push notifications;
- (j) To access and change the display and sound settings of the device the Application has been installed in.

#### **8. UPDATES ON APPLICATION**

From time to time, the Application may automatically check the version of the Application installed on the Authorized Device and, if applicable, provide updates for the Application (hereinafter referred to as "Updates"). Updates may contain, without limitation to, bug fixes, patches, enhanced functionality, plug-ins and new versions of the Application. By installing the Application, You authorize the automatic download and installation of Updates and agree to download and install Updates manually if necessary. Your use of the Application and Updates shall be governed by this Agreement (as amended by any terms and conditions that may be provided with Updates).

#### **9. COMMUNICATION**

By using this Website/Application, and providing his/her contact information to the Company through the Website, the User hereby agrees and consents to receiving

calls, autodialed and/or pre-recorded message calls, e-mails and SMSs from the Company and/or any of its affiliates or partners at any time, subject to the Policy. In the event that the User wishes to stop receiving any such marketing or promotional calls / email messages / text messages, the User may send an e-mail to the effect to **hi@mysmartprice.com** with the subject **Do not Disturb**. The User agrees and acknowledges that it may take up to thirty (30) business days for the Company to give effect to such a request by the User.

The User expressly agrees that notwithstanding anything contained hereinabove, he/she may be contacted by the Company or any of its affiliates / partners relating to any service availed of by the User on the Website or anything pursuant thereto.

It is expressly agreed to by the Parties that any information shared by the User with the Company shall be governed by the Policy.

#### **10. CHARGES**

The use of this Website by the User, including browsing the Website/ Application and availing any services offered therein is free of cost. The User is only required to pay for the product purchased by the User from the chosen Seller / Marketplace directly as per their payment policy. However, the Company reserves the right to amend this no-fee policy and charge the User for any or all services offered / rendered. In such an event, the User will be intimated of the same when he/she attempts to access the Website/Application, and the User shall have the option of declining to avail of the services offered. Any such change, if made, shall come into effect immediately upon such change being notified to the User, unless specified otherwise.

#### **11. SECURITY**

Transactions on the Website/ Application are secure and protected. Any information entered by the User when transacting on the Website/ Application is encrypted to protect the User against unintentional disclosure to third parties. The User's credit and debit card information is not received, stored by or retained by the Company in any manner. This information is supplied by the User directly to the relevant payment gateway of the chosen seller / marketplace which is authorized to handle the information provided, and is compliant with the regulations and requirements of various banks and institutions and payment franchisees that it is

associated with.

## 12. CONTENT

**Definition:** For purposes of this User Agreement, the term "Content" includes, without limitation, information, data, text, photographs, videos, audio clips, written posts, articles, comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, "Content" also includes all User Content (as defined below).

**User Content:** All Content added, created, uploaded, submitted, distributed, or posted to the Website/ Application by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations.

**License Grant:** By submitting User Content through the Website/ Application, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sub-licensable and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content in connection with the Website/ Application, the Service and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Website/ Application or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party Website/ Application and feeds), and including after your termination of your Account or the Services. For the sake of clarity, the foregoing license grant includes our right to distribute, display, perform and otherwise use the User Content in connection with material provided by our sponsors, and you shall not be entitled to any remuneration for such use. You also hereby do and shall grant each user of the Website/ Application and/or the Services a non-exclusive, perpetual license to access your User Content through the Website/ Application and/or the Services, solely for personal use of such User Content, including after your termination of your Account or the Services. For clarity, the foregoing license grants to us and our

users do not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

**Third Party Affiliates:** We participate in affiliate marketing and may allow affiliate links to be encoded on some of our pages. This means that we may earn a commission if/when you click on or make purchases via affiliate links.

**YOU ACKNOWLEDGE THAT ALL CONTENT, INCLUDING USER CONTENT, ACCESSED BY YOU USING THE SERVICES IS AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS TO YOU OR ANY OTHER PARTY RESULTING THEREFROM. WE DO NOT GUARANTEE THAT ANY CONTENT YOU ACCESS ON OR THROUGH THE SERVICES IS OR WILL CONTINUE TO BE ACCURATE.**

### **13. COPYRIGHT**

- a.) All information, content, services and software displayed on, transmitted through, or used in connection with the Website or Application, including for example news articles, reviews, directories, guides, text, photographs, images, illustrations, audio clips, video, html, source and object code, trademarks, logos, and the like (collectively and hereinafter referred to as the "Content"), as well as its selection and arrangement, is owned by Us. You may use the Content only through the Website or Application, and solely for your personal, non-commercial use.
- b.) You may not, republish any portion of the Content on any Internet, Intranet or extranet site or incorporate the Content in any database, compilation, archive or cache. You may not distribute any Content to others, whether or not for payment or other consideration, and you may not modify, copy, frame, cache, reproduce, sell, publish, transmit, display or otherwise use any portion of the Content. You may not scrape or otherwise copy our Content without permission. You agree not to decompile, reverse engineer or disassemble any software or other products or



processes accessible through the Website or Application, not to insert any code or product or manipulate the content of the Website/ Application in any way that affects the user's experience, and not to use any data mining, data gathering or extraction method.

#### **14. COPYRIGHT COMPLAINTS**

- a.) We respect the intellectual property of others. If You believe Your work has been copied in a way that constitutes copyright infringement or are aware of any infringing material on the Website or Application, please contact Us by sending an email to [hi@mysmartprice.com](mailto:hi@mysmartprice.com).
- b.) Information and Content provided by the User by providing information to, communicating with, and/or placing material on, the Website or Application, including for example but not limited to, communication during any registration and communication on the bulletin board, message or chat area, You represent and warrant:
  1. You own or otherwise have all necessary rights to the content you provide and the rights to use it as provided in this Terms of Service;
  2. all information You provide is true, accurate, current and complete, and does not violate these Terms of Service; and,
  3. the information and Content shall not cause injury to any person or entity. Using a name other than your own legal name is prohibited (except in those specific areas of the Website/ Application that specifically ask for unique, fictitious names such as, *inter alia* certain message boards and chat rooms).

For all such information and material, you grant us, a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works from such information, in any form, media, software or technology of any kind now existing or developed in the future. Without limiting the generality of the previous sentence, you authorize us to share the information across all our affiliated Websites or Applications, to include the information in a searchable format accessible by users of the Website or Application and other affiliated Website/ Applications, and to use your name and any other information in connection with its use of the material you provide. You also grant the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication you send to us for any purpose

whatsoever, including but not limited to developing, manufacturing and marketing products using such information. All rights in this paragraph are granted without the need for additional compensation of any sort to you.

## **15. INTELLECTUAL PROPERTY RIGHTS**

Unless expressly agreed to in writing, nothing contained herein shall give the User a right to use any of the Company's trade names, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports and other distinctive brand features, save according to the provisions of these Terms and the aforementioned Policy. All logos, trademarks, brand names, service marks, domain names, including material, designs, and graphics created by and developed by the Company and other distinctive brand features of the Website/ Application are the property of the Company. Furthermore, with respect to the Website/ Application created by the Company, the Company shall be the exclusive owner of all the designs, graphics and the like, related to the Website/ Application.

The User may not use any of the intellectual property displayed on the Website/ Application in any manner that is likely to cause confusion among existing or prospective users of the Website/ Application, or that in any manner disparages or discredits the Company, to be determined in the sole discretion of the Company.

The User is further aware that any reproduction or infringement of the intellectual property of the aforementioned owners by the User will result in legal action being initiated against the User by the respective owners of the intellectual property so reproduced / infringed upon. It is agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or the aforementioned Policy.

## **16. USER OBLIGATIONS**

The User agrees and acknowledges that he/she is a restricted user of this Website/ Application, and that he/she:

- a) is bound not to cut, copy, distribute, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information or software obtained from the Website/ Application. Any such use /

limited use of the Website/ Application will only be allowed with the prior express written permission of the Company. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information contained on the Website/ Application is expressly prohibited.

- b) agrees not to access (or attempt to access) the Website/ Application and/or the materials or services by any means other than through the interface provided by the Website/ Application. The use of deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website/ Application or its content, or in any way reproduce or circumvent the navigational structure or presentation of the Website/ Application, materials or any content, or to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website/ Application will lead to suspension or termination of the User's access to the Website/ Application, as detailed in Section 11 herein below. The User acknowledges and agrees that by accessing or using the Website/ Application or any of the services provided therein, he/she may be exposed to content that he/she may consider offensive, indecent or otherwise objectionable. The Company disclaims any and all liabilities arising in relation to such offensive content on the Website/ Application. The User may however report any such offensive or objectionable content, which the Company may then remove from the Website/ Application, at its sole discretion.
- c) In places where Website/ Application permits the User to post or upload data/information, the User undertakes to ensure that such material is not offensive or objectionable, and is in accordance with applicable laws. The User expressly agrees that any such material that is deemed to be objectionable/offensive may be removed from the Website/ Application immediately and without notice, and further that the User's access to the Website/ Application may also be permanently revoked, at the sole discretion of the Company.
- d) Further undertakes **not** to:
  - i. Abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of any other person or entity;
  - ii. Engage in any activity that interferes with or disrupts access to the Website/ Application or the services provided therein (or the servers and networks which are connected to the Website/ Application);

- iii. Impersonate any person or entity, or falsely state or otherwise misrepresent his/her affiliation with a person or entity;
- iv. Publish, post, disseminate, any information which is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever under any law, rule or regulation currently in force; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- v. Post any image/file/data that infringes the copyright, patent or trademark of another person or legal entity;
- vi. Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website/ Application;
- vii. Download any file posted/uploaded by another user of the Website/ Application that the User is aware, or should reasonably be aware, cannot be legally distributed in such a manner;
- viii. Probe, scan or test the vulnerability of the Website/ Application or any network connected to the Website/ Application, nor breach the security or authentication measures on the Website/ Application or any network connected to the Website/ Application. The User may not reverse look-up, trace or seek to trace any information relating to any other user of, or visitor to, the Website/ Application, or any other customer of the Website/ Application, including any user account maintained on the Website/ Application not operated/managed by the User, or exploit the Website/ Application or information made available or offered by or through the Website/ Application, in any manner;
- ix. Disrupt or interfere with the security of, or otherwise cause harm to, the Website/ Application, systems resources, accounts, passwords, servers or networks connected to or accessible through the Website/ Application or any affiliated or linked Website/ Application;
- x. Collect or store data about other users of the Website/ Application.
- xi. Use the Website/ Application or any material or content therein for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Website/ Application or any other third party(ies);

- xii. Violate any code of conduct or guideline which may be applicable for or to any particular product or service offered on the Website/ Application;
- xiii. Violate any applicable laws, rules or regulations currently in force within or outside India;
- xiv. Violate any portion of these Terms or the aforementioned Policy, including but not limited to any applicable additional terms of the Website/ Application contained herein or elsewhere, whether made by amendment, modification, or otherwise;
- xv. Threaten the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order, or cause incitement to the commission of any cognizable offence, or prevent the investigation of any offence, or insult any other nation.
- xvi. Publish, post, or disseminate information that is false, inaccurate or misleading;
- xvii. Directly or indirectly offer, attempt to offer, trade, or attempt to trade, any item the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
- xviii. Commit any act that causes the Company to lose (in whole or in part) the services of its internet service provider ("**ISP**") or in any manner disrupts the services of any other supplier/service provider of the Company/Website/ Application;
- xix. Engage in advertising to, or solicitation of, other users of the Website/ Application to buy or sell any products or services not currently displayed on the Website/ Application. The User may not transmit any chain letters or unsolicited commercial or junk email/messages to other users via the Website/ Application. It shall be a violation of these Terms to use any information obtained from the Website/ Application in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another user of the Website/ Application without the express prior written consent of the Company.

The User hereby expressly authorises the Company to disclose any and all information relating to the User in the possession of the Company to law enforcement or other government officials, as the Company may in its sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that involve personal injury and theft / infringement of intellectual property. The User further understands that the Company might be directed to disclose any information (including the identity

of persons providing information or materials on the Website/ Application) as necessary to satisfy any judicial order, law, regulation or valid governmental request.

The User expressly agrees and acknowledges that the Company has no obligation to monitor the materials posted on the Website/ Application, but that it has the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms or the aforementioned Policy. Notwithstanding this right, the User remains solely responsible for the content of the materials posted on the Website/ Application by him/her. In no event shall the Company assume or be deemed to have any responsibility or liability for any content posted, or for any claims, damages or losses resulting from use of any such content and/or the appearance of any content on the Website/ Application. The User hereby represents and warrants that he/she has all necessary rights in and to all content provided as well as all information contained therein, and that such content does not infringe any proprietary or other rights of any third party(ies), nor does it contain any libellous, tortuous, or otherwise unlawful or offensive material, and the User hereby accepts full responsibility for any consequences that may arise due to the publishing of any such material on the Website/ Application.

#### **17. SUSPENSION OF USER ACCESS AND ACTIVITY**

Notwithstanding other legal remedies that may be available to it, the Company may in its sole discretion limit the User's access and/ or activity by immediately removing the User's access credentials either temporarily or indefinitely, or suspend / terminate the User's membership, and/or refuse to provide User with access to the Website/ Application, without being required to provide the User with notice or cause:

- a) If the User is in breach of any of these Terms or the aforementioned Policy;
- b) If the User has provided wrong, inaccurate, incomplete or incorrect information;
- c) If the User's actions may cause any harm, damage or loss to the other users or to the Website/ Application/Company, at the sole discretion of the Company.

#### **18. INDEMNITY AND LIMITATIONS**

We have no special relationship with or fiduciary duty to you. You acknowledge that

We have no duty to take any action regarding:

- a) which users gain access to the Services;
- b) what Content you access via the Services; or
- c) how you may interpret or use the Content.

You release us from all liability for you having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.

The User hereby expressly agrees to defend, indemnify and hold harmless the Website/ Application and the Company, its employees, directors, officers, agents and their successors and assigns and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon the User's actions or inactions, including but not limited to any warranties, representations or undertakings, or in relation to the non-fulfilment of any of the User's obligations under this Agreement, or arising out of the User's infringement of any applicable laws, rules and regulations, including but not limited to infringement of intellectual property rights, payment of statutory dues and taxes, claims of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers, or the infringement of any other rights of a third party.

In no event shall the Company be liable to compensate the User or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable, and whether or not the Company had been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortuous action, or any other claim arising out of or in connection with the User's use of or access to the Website/ Application and/or the products, services or materials contained therein.

The limitations and exclusions in this section apply to the maximum extent permitted by applicable law, and the Parties expressly agree that in the event of any

statute, rule, regulation or amendment coming into force that would result in the Company incurring any form of liability whatsoever, these Terms and the aforementioned Policy will stand terminated one (1) day before the coming into effect of such statute, rule, regulation or amendment. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or the aforementioned Policy.

## **19. DISCLAIMER OF WARRANTIES AND LIABILITIES**

- a) **MySmartPrice DOES NOT SELL ANY PRODUCTS OR PROVIDE ANY SERVICES (EXCEPT THE ‘SERVICE’ AS DEFINED IN 1(d)(iii) ABOVE) AND IS NOT A PARTY TO ANY TRANSACTION YOU MAY MAKE WITH ANY SELLER/ MARKETPLACE.**
- b) MySmartPrice does not sell or license any of the products or services listed on the Website/ Application and MySmartPrice is not acting as an agent of sale or an agent of any merchant or provider of products or services. No endorsement of any third party products or services is expressed or implied by any information, material or content referred to or included on the Website/ Application.
- c) MySmartPrice does not have any responsibility for, or liability related to, any products and services listed on the Website/ Application. You should direct any questions, complaints or claims related to any product or service to the appropriate seller or provider.
- d) MySmartPrice has no control over and does not warrant in any way that prices, shipping costs, taxes, products or descriptions provided by sellers or other third parties, or any other content of the Websites/ Applications is accurate, complete, reliable, current or error-free. **SITE CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND MySmartPrice SHALL HAVE NO LIABILITY FOR INACCURACY OR INCOMPLETENESS IN PRODUCT OR SERVICE CONTENT, USER RATINGS OR COMMENTARY, OR OTHER CONTENT ON THE WEBSITES/ APPLICATIONS.**
- e) MySmartPrice is not liable for any delays, inaccuracies, fraud, errors or omissions with respect to the information or the transmission or delivery of all or any part thereof, for any damage arising therefrom or occasioned thereby, or



for the results obtained from the use of the information.

- f) **MySmartPrice IS NOT LIABLE FOR ANY NEGLIGENCE, ACTS OR OMISSION OF ACTS OF ANY SELLER ON THE WEBSITES/ APPLICATIONS. YOU ASSUME THE ENTIRE RISK AS TO THE ACCURACY, ADEQUACY, COMPLETENESS, CURRENCY, VALIDITY AND QUALITY OF ANY INFORMATION RELATING TO THE SERVICES. ANY INFORMATION ON THE WEBSITES/ APPLICATIONS CAN CHANGE WITHOUT NOTICE.**
- g) Except as otherwise expressly stated on the Website/ Application, all products/services offered on the Website/ Application are offered on an "as is" basis without any warranty whatsoever, either express or implied.
- h) The User agrees and undertakes that he/she is accessing the Website/ Application and transacting at his/her sole risk and are that he/she is using his/her best and prudent judgment before using any service on the Website/ Application, or accessing/using any information displayed thereon.
- i) The Company does not guarantee that the functions and services contained in the Website/ Application will be uninterrupted or error-free, or that the Website/ Application or its server will be free of viruses or other harmful components, and the User hereby expressly accepts any and all associated risks involved with the User's use of the Website.
- j) It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or the aforementioned Policy.

## **20. SUBMISSIONS**

Any comments, ideas, suggestions, initiation, or any other content contributed by the User to the Company or this Website/ Application will be deemed to include a royalty-free, perpetual, irrevocable, nonexclusive right and license for the Company to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, display worldwide, or act on such content, without additional approval or consideration, in any media, or technology now known or later developed, for the full term of any rights that may exist in such content, and the User hereby waives any claim to the contrary. The User hereby represents and warrants that he/she owns or otherwise controls all of the rights to the content contributed to the Website/ Application, and that use of such content by the

Company does not infringe upon or violate the rights of any third party. In the event of any action initiated against the Company by any such affected third party, the User hereby expressly agrees to indemnify and hold harmless the Company, for its use of any such information provided to it by the User. The Company reserves its right to defend itself in any such legal disputes that may arise, and recover the costs incurred in such proceedings from the User.

## **21. DISPUTE ARISING OUT OF THIS AGREEMENT**

It is expressly agreed to by the Parties hereto that the formation, interpretation and performance of these Terms and any disputes arising here from will be resolved through a two-step Alternate Dispute Resolution (“**ADR**”) mechanism. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or the aforementioned Policy.

- a) **Mediation:** In case of any dispute between the parties, the Parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of both Parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one Party communicating the existence of a dispute to the other Party, the dispute will be resolved by arbitration, as detailed herein below;
- b) **Arbitration.** In the event that the Parties are unable to amicably resolve a dispute by mediation, the said dispute will be referred to arbitration by a sole arbitrator to be appointed by the Company, and the award passed by such sole arbitrator will be valid and binding on both Parties. The Parties shall bear their own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat of Arbitration shall be the city of **HYDERABAD** in the state of **TELANGANA**, India.

The Parties expressly agree that the Terms, the aforementioned Policy and any other agreements entered into between the Parties are governed by the laws, rules and regulations of India, and that the Courts at **HYDERABAD** shall have exclusive jurisdiction over any disputes arising between the Parties.

## **22. PRIVACY**

We encourage you to read the Privacy Policy at

[www.mysmartprice.com/privacy.html](http://www.mysmartprice.com/privacy.html), and to use the information it contains to make informed decisions regarding Your personal information. Please also note that certain information, statements, data and content (such as but not limited to photographs) which You provide on the Website/Application are likely to reveal Your gender, ethnic origin, nationality, age, and/or other personal information about You. You acknowledge and agree that your submission of such information is voluntary on Your part. Further, You acknowledge, consent and agree that we may access, preserve, and disclose information You provide to Us at any stage during Your use of the Website/ Application. Disclosures of information to Third Parties are further addressed in Our Privacy Policy.

### **23. NOTICES**

Any and all communication relating to any dispute or grievance experienced by the User may be communicated to the Company by the User reducing the same to writing, and sending the same to the registered office of the Company by Registered Post Acknowledgement Due / Speed Post Acknowledgement Due (**RPAD / SPAD**)

### **24. MISCELLANEOUS PROVISIONS**

- a) **Entire Agreement:** These Terms, read with the Policy form the complete and final contract between the User and the Company with respect to the subject matter hereof and supersedes all other communications, representations and agreements (whether oral, written or otherwise) relating thereto;
- b) **Waiver:** The failure of either Party at any time to require performance of any provision of these Terms or the aforementioned Policy shall in no manner affect such Party's right at a later time to enforce the same. No waiver by either Party of any breach of these Terms or the aforementioned Policy, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach, or a waiver of any other breach of these Terms or the aforementioned Policy.
- c) **Severability:** If any provision/clause of these Terms or the aforementioned Policy is held to be invalid, illegal or unenforceable by any court or authority of competent jurisdiction, the validity, legality and enforceability of the remaining provisions/clauses of these Terms/ Policy shall in no way be affected or impaired thereby, and each such provision/clause of these Terms/ Policy shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms/ Policy

shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the original rights, intentions and commercial expectations of the Parties hereto, as expressed herein.