

## TERMS OF USE

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Terms of Use agreement was last updated: 30-07-2019

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These terms and conditions of use (“**Terms of Use**”) of [www.achatenant.com](http://www.achatenant.com) (“**Website**”) between Three Sisters 99 Technologies LLP and the users/registrants of the Website (“**You**” or “**Your**” or “**Yourself**” or “**User**”) describe the terms on which the (“**LLP**”) offers You access to the Website and the Services (as defined below) through the Website.

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE USING OR REGISTERING ON THE WEBSITE OR ACCESSING ANY MATERIAL, INFORMATION OR SERVICES THROUGH THE WEBSITE. YOUR USE OF THE WEBSITE OR THE SERVICES PROVIDED BY THE WEBSITE SHALL SIGNIFY YOUR ACCEPTANCE OF THE TERMS OF USE AND YOUR AGREEMENT TO BE LEGALLY BOUND BY THE SAME

### 1. GENERAL

- 1.1 The Website is an internet based portal owned and operated by Three Sisters 99 Technologies LLP, an LLP having its registered office at, Shaktipur, Near DGBR Camp, Champawat, Uttarakhand 262523, India. LLP provides an internet portal facilitating its Users to find tenants or property for rent by providing its Users a platform to upload details of tenants/ property.
- 1.2 The services provided by LLP include but are not limited to providing a simple online platform for facilitating the search procedure for tenants and property for rent. The LLP is a platform base connecting its Users for enabling them to upload any their self profile as a tenant or the property details as a landlord (“**Services**”).
- 1.3 The access to the Website and the Services are offered to the User(s) conditioned on acceptance of all the terms, conditions and notices contained in these Terms of Use, along with the Privacy Policy, Copyright Policy, Disclaimer as displayed on the Website (“**Additional Terms**”) and any amendments made to it by LLP at its sole discretion and posted on the Website. Accessing the Website through any medium, including but not limited to accessing the Website through mobile phones, smart phones and tablets, are also subjected to these Terms of Use and Additional Terms.
- 1.4 LLP shall not be required to notify the User(s) of any changes made to the Terms of Use and/or Additional Terms. The revised Terms of Use and/or Additional Terms shall be made available on the Website. The use of the Website and the Services is subject to the most current version of the Terms of Use and/or Additional Terms made available on the Website at the time of such use. You are requested to regularly visit the home page [www.achatenant.com](http://www.achatenant.com) to view the most current Terms of Use and/or Additional Terms. You can determine when LLP last modified the Terms of Use and/or Additional Terms by referring to the "Last Updated" section of the document. It shall be Your responsibility to check these Terms of Use and/or Additional Terms periodically for changes. Your continued use of the Website,

following changes to the Terms of Use and/or Additional Terms, will constitute Your acceptance of those changes.

- 1.5 By (i) registering and/or using this Website or any facility or Service provided by this Website in any way; or (ii) merely browsing the Website, the User agrees that the User has read, understood and agreed to be bound by these Terms of Use and/or Additional Terms as applicable and available on the Website. If the User does not agree to the foregoing, the User is prohibited from registering and/or accessing or using the Website. If the User does not agree to any of the provisions set forth in the Terms of Use and/or Additional Terms, kindly discontinue viewing or participating in this Website immediately.

## **2. ELIGIBILITY OF USE**

- 2.1 The Website and/or its Services are not available to minors under the age of eighteen (18) years or to any Users suspended, restricted or removed by LLP for any reason whatsoever. If the User does not conform to the above qualification, the User shall not avail the Services or use the Website.
- 2.2 On using the Website, the User represents that the User is of legal age to form a binding contract and is not a person barred under the laws as applicable in India and/or by LLP. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents, of unsound mind are not eligible to use the Website. Notwithstanding the foregoing, if the User is below the age of eighteen (18) years, the User may browse the Website or avail the Services through the legal guardian in accordance with the applicable laws.
- 2.3 The User need not register with LLP to simply visit and view the Website, but to upload data regarding self-profile as a tenant or property details, the User will need to register and create a password protected account ("**Account**"). Alternatively, the user can login through facebook or gmail to upload the details of the self as a tenant or details of the properties available for rent. These details can also be entered by the agents on behalf of prospective tenants, landlords or agents. If the User is registering with LLP or using the Website itself or on behalf of an individual, entity or Company, the User represents that the User is authorized by such individual or entity to accept these Terms of Use on the individual's or entity's behalf. The User agrees that such use shall be only in accordance with these Terms of Use.
- 2.4 LLP reserves the right to refuse access to use the Website to Users or to terminate access granted to existing Users at any time without according any reasons for doing so.

## **3. REGISTRATION ON THE WEBSITE**

- 3.1 Registration on the Website will be valid and complete upon the User's completion of the form requiring the details of the User ("**Registration Form**") and compliance with all requirements displayed on the Website for registration. Post registration, the User shall be able to avail all the Services provided by the Website. If a user logs through facebook or gmail, then that shall be deemed to be the Registration for the purpose of this Agreement.

- 3.2 Registration is subject to such User providing the information sought by the Website. This information shall be used by LLP for maintaining a record of the Users and uploads made by the Users.
- 3.3 While submitting the duly filled registration form, such User will be able to choose a log-in ID and Password which will permit such User to gain access to account (“**Account**”) and the Services of the Website.
- 3.4 The User is responsible for maintaining the confidentiality of the Account details and shall be liable for all activities that occur under the User’s Account and for all the data that is uploaded through the Account.
- 3.5 LLP has no control over the information displayed and uploaded by the User’s.
- 3.6 For the purpose of maintaining confidentiality and ensuring proper use of the Account, the User(s) agree to-
  - a) immediately notify LLP of any unauthorized use of Account or any other breach of security; and
  - b) ensure that the User exits from Account post using the Website.
- 3.7 LLP cannot and will not be liable for any loss or damage arising from use, misuse or failure on the User’s part to comply with the requirements mentioned in this Agreement.

#### **4. BROWSING AND UPLOADING PROFILES**

- 4.1 The User can browse through the various pages displaying details of either tenants or properties available for rent and can use the available details for searching.
- 4.2 The User can upload details of self as a prospective tenant or as a landlord for his/her property. These details can also be entered by an agent on behalf of either. Along with uploading the details, the User is also required to provide his/her own contact information so anyone can contact to provide information regarding the property. Such detail will be visible under ‘Search for Tenants or Search for Landlords’ in the home page. If any user of the website has interest about the person in the capacity of tenant/ property for the landlord, the same may be e-mailed/SMSed to the person who has uploaded the profile or can be contacted through the contact details in the profile. This e-mail may come in the spam email of the user who has uploaded these details. The user is requested to check his spam email in this regard. The LLP will not be responsible for the failure of communication in this regard
- 4.3 The agent can create profile of the prospective tenants or property. The agent can upload these details and any other user if he/she is interested in renting out his property to the tenant or a prospective tenant who is interested in the property for rent. The agent, like any user, will be responsible for the details uploaded by them. LLP will not be responsible for the details uploaded or any dispute arising thereof. The

agency charges no commission or takes any benefit for any agent with the website. Hence it will not be responsible in any way by the contents uploaded by the agents or any dispute thereof.

- 4.4 In the event any User in prospective tenants or property, then such a User can contact the concerned User by using the information available on the Website against the profile of the person.
- 4.5 LLP will not be responsible for any failure of communication due to technical problem.
- 4.6 Website is designed for informational purpose only. E mail sent to the Website may not be secure and may not be considered confidential.
- 4.7 LLP is no way responsible for any content, or results that are sent, submitted or ordered through the Website. The services on the Website are free and hence its right deserve to be fully protected and no liability(civil, criminal, consumer) may be fastened on its contributions.
- 4.8 LLP will not be responsible for any loss of information, errors, page on this Website, words, text, pictures or any other loss due to anything that is provided by this site, or e-mail that achatenant.com has sent or received.
- 4.9 The users agree that the Website has the right to change any information on this page at any given time.
- 4.10 In the event of any information found incorrect/ wrongly displayed, Website will not be responsible for claim/ claim for damage.
- 4.11 The user agree that after a prospective tenant has found accommodation for rent/ landlord has found a tenant for his property, the user who has uploaded the profile, shall delete the profile from the website by the option available. The LLP will not be responsible in any way for displaying the profile of tenants who have found accommodation or landlords who properties have found a tenant. The profile may include tenants/ properties which were never interested for tenant as the LLP has no control over the contents uploaded by the users. Such users may also contain agent. Any such errors may be mailed at [teamlosstt@gmail.com](mailto:teamlosstt@gmail.com).

## **5. USE OF WEBSITE AND USER OBLIGATIONS**

- 5.1 Subject to compliance with the Terms of Use and/or Additional Terms, LLP grants the User a non-exclusive, limited license to access and use this Website. This license does not include amongst others any downloading or copying of any information for the benefit of another User or any third party. The User may not bypass any measures used by LLP to prevent or restrict access to the Website. Any unauthorized use by the User shall terminate the permission or license granted to the User by the Website. Further, any content uploaded by the user can be deleted by the LLP without assigning any reason thereof.

- 5.2 The User agrees to use the Website and the Services offered on the Website only for purposes that are permitted by: (a) the Terms of Use and/or Additional Terms; and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- 5.3 The User acknowledges and agrees that by accessing or using the Website, the User may be exposed to content from other Users that the User may consider offensive, indecent or otherwise objectionable. LLP cannot control the information provided by Users which is made available on the Website. LLP disclaims all liabilities arising in relation to such offensive content on the Website. Further, the User may report such offensive content to the Grievance Officer via the email provided.
- 5.4 If Website allows the User to post, upload, project any material on the Website, the User hereby undertakes to ensure that such material is not offensive and in accordance with applicable laws. Further, the User undertakes not to:
- a) Defame, abuse, harass, threaten or otherwise violate the legal rights of others;
  - b) Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with person or entity;
  - c) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, libellous, slanderous, infringing, obscene, indecent or unlawful topic, name, material or information through any bookmark, tag or keyword;
  - d) Upload files that contain software or other material protected by applicable intellectual property laws unless You own or control the rights thereto or have received all necessary consents or involve the sale of counterfeit or stolen items;
  - e) Upload or distribute files that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Website or any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate Website or any system, data or personal information;
  - f) Engage in any activity that interferes with or disrupts access to the Website or the Services (or the servers and networks which are connected to the Website);
  - g) Attempt to gain unauthorized access to any portion or feature of the Website, any other systems or networks connected to the Website, to any LLP server, or to any of the Services offered on or through the Website, by hacking, password mining or any other illegitimate means;
  - h) Probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to the Website, or any other customer of LLP, including any LLP Account not owned by You, to its

source, or exploit the Website or Service or information made available or offered by or through the Website, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Website;

- i) Disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Websites or any affiliated or linked sites;
- j) Collect or store data about other Users in connection with the prohibited conduct and activities set forth in this Section.
- k) Host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that belongs to another person and to which You do not have any right;
- l) Host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that 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; 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;
- m) Host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that harm minors in any way;
- n) Host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
- o) Host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that deceives or misleads the addressee/ Users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- p) Use the Website or any material or Content for any purpose that is unlawful or prohibited by these Terms of Use and/or Additional Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of LLP or other third parties;
- q) Conduct or forward pyramid schemes, junk mails, chain letters, or unsolicited mass mailing or spamming;
- r) Download any file posted by another User of a Service that You know, or reasonably should know, cannot be legally distributed in such manner;

- s) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
  - t) Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
  - u) Violate any applicable laws or regulations for the time being in force within or outside India;
  - v) Violate the Terms of Use including but not limited to any applicable Additional Terms of the Website; and
  - w) Reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website.
- 5.5 The User agrees that the User is solely responsible to LLP for any breach of the User's obligations under the Terms of Use and/or Additional Terms and for the consequences (including any loss or damage which LLP or its affiliates or its Users or any third party may suffer) for any such breach.
- 5.6 The User agrees that LLP may, at any time, modify or discontinue all or part of the Website, charge, modify or waive fees required to use the Website, if any or offer opportunities to some or all Website Users.
- 5.7 **"Your Information"** is defined as any information that You provide to LLP or other Users of the Website during Your access or use of the Website. You are solely responsible for Your Information, and LLP acts only as a passive conduit for the online distribution and publication of Your Information.
- 5.8 LLP shall have the right to use Your Information as provided by You and such usage of Your Information by LLP does not amount to violation of any rights You might have in Your Information. You agree to grant LLP a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) that You may have in Your Information, in any media now known or not currently known, with respect to Your Information. LLP will only use Your Information in accordance with the Terms of Use and/or Additional Terms.
- 5.9 In the event that any content, information and/or transaction on the Website which is in violation of this Terms of Use and/or Additional Terms and/or applicable law comes to Your knowledge, You shall take all steps to inform the Grievance Officer.
- 5.10 LLP is not responsible for any non-performance or breach of any contract entered into between Users. LLP cannot and does not guarantee, warrant, assure or ensure that the Users will perform, undertake, consume or conclude any transaction concluded on the Website. LLP shall not and is not required to mediate or resolve any dispute or disagreement between Users.

- 5.11 You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules made there under as applicable and as amended from time to time and also all applicable domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations regarding Your use of the Website and Services. You shall not engage in any transaction, which is prohibited by the provisions of any applicable law.
- 5.12 You hereby acknowledge and agree that LLP shall not be liable for submitted content or the defamatory, offensive, or illegal conduct of any User or third party and that the risk of harm or damage from the same rests entirely with the User.
- 5.13 LLP has no control over the information displayed by the User's on profile/ Other details. The User agrees to verify the details mentioned on the Profile(s) before proceeding with giving any substantial information and further acknowledge and agree that LLP shall have no liability or responsibility with regard to any issue that may arise based on such a decision.
- 5.14 LLP does not endorse any information available on the Website that is uploaded by any User.
- 5.15 The User agrees to comply with all relevant and applicable laws, rules and regulations at all times.
- 5.16 The User agrees not to violate these Terms of Use and Additional Terms at all times.
- 5.17 The User agrees not to provide any incorrect information/details on its Account or on any profile on the Website.
- 5.18 The user, who has uploaded the profile of the tenant or property agree to delete the details if the tenant has found the accommodation or property owner has found a tenant.
- 5.19 The user also agrees to edit the details which the user has uploaded, if they change, by the option available in the website.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 LLP trademarks, logos, images, service marks, trade names (collectively the "Trademarks") and other distinctive branding features displayed on the Website or on content available through the Website are registered and unregistered Trademarks of LLP and shall not be used in connection with products and/or services that are not related to, associated with, or sponsored by their rights holders that are likely to cause customer confusion, or in any manner that disparages or discredits their rights holders. All Trademarks not owned by LLP that appear on the Website or on or through the Website's Services, if any, are the property of their respective owners. Your misuse of the Trademarks displayed on the Website or on or through any of the Website's Services is strictly prohibited.



- 6.2 Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, LLP owns, solely and exclusively, all intellectual property rights in and to the Trademark "LLP" and the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks ( "**Content**"). The use of the Website does not grant to the User ownership of any content, code, data or materials that may be accessed on or through the Website.
- 6.3 Any commercial or promotional distribution, publishing or exploitation of the Website, or any content, code, data or materials on the Website, is strictly prohibited unless the User has received the express prior written permission from authorized personnel of LLP or the otherwise applicable rights holder. Other than as expressly allowed herein, the User shall not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials on or available through the Website. The User further agrees that the User shall not alter, edit, delete, remove, otherwise change the meaning or appearance of, or repurpose, any of the content, code, data, or other materials on or available through the Website, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service marks, or any other proprietary content or proprietary rights notices. The User acknowledges that the User does not acquire any ownership rights by downloading any copyrighted material from or through the Website. If the User makes other use of the Website, or the content, code, data or materials thereon or available through the Website, except as otherwise provided above, the User may violate copyright and other laws of India, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use.
- 6.4 Any rights not expressly granted herein, are reserved to LLP. The User agrees to abide by all copyright notices, information, or restrictions contained in any part of the Website. The User must not alter, delete, or conceal any copyright, trademark, patent, or other notices contained on the Website.

## **7. REPRESENTATIONS AND WARRANTIES**

- 7.1 The Website, Services and other materials are provided by LLP on an "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, LLP makes no warranty that (i) the Website or the Services will meet the User's requirements or use of the Website or the Services will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the Website, Services or materials will be effective, accurate or reliable; (iii) the quality of the Website, Services or other materials will meet your expectations; or that (iv) any errors or defects in the Website, Services or other materials will be corrected.
- 7.2 To the maximum extent permitted by applicable law, LLP will have no liability related to User content arising under intellectual property rights, libel, privacy,

publicity, obscenity or other laws. LLP also disclaims all liability with respect to the misuse, loss, modification or unavailability of any User content.

- 7.3 LLP neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or service. Further, LLP shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the Website that may occur due to technical reasons or for any reason beyond LLP's control. The User understands and agrees that any material or data downloaded or otherwise obtained through the Website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material or data. LLP accepts no liability for any errors or omissions, with respect to any information provided to the User whether on behalf of itself or third parties.
- 7.4 LLP shall not be liable for any third party product or services. The advertisement available on e-mail or Website with respect to the third party website or the products and services may be for information purpose only.

## **8. INDEMNITY**

- 8.1 The User agrees to indemnify, defend and hold harmless LLP from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by LLP that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the User pursuant to these Terms of Use and/or Additional Terms. Further, the User agrees to hold LLP harmless against any claims made by any third party due to, or arising out of, or in connection with, the use of the Website and the User's violation of the Terms of Use and/or Additional Terms, or the User's violation of any rights of another, including any intellectual property rights. The limitations and exclusions in this section apply to the maximum extent permitted by applicable law.
- 8.2 The Services provided by the Website and using this Website is free of cost for the user and LLP will not be responsible for any type of transaction between users and the dispute arising thereof.
- 8.3 User agrees to defend, indemnify, and hold harmless, the LLP and the Website, its contributors, any entity created by them, their respective affiliates, sponsors and its respective partners etc. from and against all claims and expenses, including attorney's fee, arising out of the use of the on line service by User in reference to any claim, however, caused and on any theory of liability, whether in contract, strict liability or tort(including negligence).
- 8.4 Data and information is provided for informational purpose only. LLP will not be liable or any errors or delays in the content, or for any actions taken in reliance thereon.

## **9. LIMITATION OF LIABILITY**

9.1 In no event shall LLP, respective officers, members, successors, assigns, affiliates be liable to the User for any direct, indirect, incidental, special, punitive, consequential or exemplary damages (including but not limited to loss of business, revenue, profits, use, data or other economic advantage) whatsoever, resulting from:

- a) Any access to or use of the Website;
- b) Errors, mistakes or inaccuracies of data, marks, content, information, materials or substance of the Website or submitted content;
- c) Any unauthorized access to or use of the secure servers and/or any and all personal information and/or financial information stored therein;
- d) Any viruses which may be transmitted through the Website by any third party;
- e) Any interruption or cessation of transmission to or from the Website;
- f) Any errors or omissions in any data, content, information, materials or substance of the Website or submitted content;
- g) Deletion of data/ Editing of data uploaded by the user
- h) Any disputes that may arise between the Users on the Website;
- i) Any defamatory, offensive or illegal conduct of any User;
- j) Any use of any data, marks, content information, materials or substance of the Website or submitted content posted, emailed, transmitted or otherwise made available on or through the Website.

9.2 The limitations and exclusions in this section apply to the maximum extent permitted by applicable law.

## **10. VIOLATION OF THE TERMS OF USE**

10.1 LLP may at any time at its sole discretion refuse access, restrict, suspend any User and block such User from visiting the Website. A User that has been suspended or blocked may not register or attempt to register with LLP or use the Website in any manner whatsoever until such time that such User is reinstated by LLP. Notwithstanding the foregoing, if the User breach the Terms of Use and/or Additional Terms, LLP reserves the right to take strict legal action including but not limited to a referral to the appropriate police or other authorities for initiating criminal or other proceedings against the User or obtaining any injunctive or equitable relief that LLP deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies LLP may have against the User in law or in equity.

## **11. LINKING TO THIRD PARTY WEB SITES**

- 11.1 The User may be able to link from the Website to third party web sites and third party web sites may link to the Website (“**Linked Sites**”). The User acknowledges and agrees that LLP has no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites, even if they are owned or run by affiliates of LLP.
- 11.2 Links to Linked Sites do not constitute an endorsement or sponsorship by LLP of such websites or the information, content, products, services, advertising, code or other materials presented on or through such websites.
- 11.3 The User are not permitted to link directly to any image hosted on the Website or LLP’s Services, such as using an “in-line” linking method to cause the image hosted by LLP to be displayed on another website.
- 11.4 The User agrees not to download or use images hosted on this Website or Linked Sites, for any purpose, including, without limitation, posting such images on another site.
- 11.5 LLP reserves all of LLP’s rights under the law to insist that any link to the Website be discontinued, and to revoke the User right to link to the Website from any other website at any time upon written notice to the User.

## **12. PRIVACY POLICY**

- 12.1 The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of LLP in respect of the Website. The User further consents that the terms and contents of such Privacy Policy are acceptable to the User.

## **13. CUSTOMER SUPPORT**

- 13.1 Any issue arising with regard to the Services shall be raised with Customer Support team of LLP at the email [teamlosstt@gmail.com](mailto:teamlosstt@gmail.com).

## **14. DISPUTE RESOLUTION**

- 14.1 The governing law of the Terms of Use and other Additional Terms shall be Indian law and the courts of Champawat (Uttarakhand) shall have exclusive jurisdiction over any dispute arising out of the use of Services of LLP.

## **15. NOTICE**

- 15.1 All notices of LLP will be served by email. Any notice provided to LLP pursuant to the Terms of Use and/or Additional Terms for inter alia feedback purposes should be sent to [teamlosstt@gmail.com](mailto:teamlosstt@gmail.com).

## **16. ASSIGNMENT**

- 16.1 The User cannot assign or otherwise transfer the Terms of Use and/or Additional Terms, or any rights granted hereunder to any third party. LLP’s rights under the

Terms of Use and/or Additional Terms are freely transferable by LLP to any third parties without the requirement of seeking the User's consent.

**17. SEVERABILITY**

- 17.1 If, for any reason, a court of competent jurisdiction finds any provision of the Term of Use and/or Additional Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms of Use and/or Additional Terms shall continue in full force and effect.

**18. WAIVER**

- 18.1 Any failure by LLP to enforce or exercise any provision of the Terms of Use and/or Additional Terms, or any related right, shall not constitute a waiver by LLP of that provision or right.

**19. COMMUNICATION**

- 19.1 When the User visits the Website or send e-mails to LLP or give feedback, the User is communicating with LLP electronically. The User consents to receive communications from LLP electronically. LLP will communicate with the User by e-mail or by posting notices on this website. The User agrees that all agreements, notices, disclosures and other communications that LLP provides to the User electronically satisfy any legal requirement that such communications be in writing.

**20. FORCE MAJEURE**

- 20.1 LLP shall not be liable for its failure to perform under these Terms of Use as a result of any event of force majeure events like acts of god, fire, wars, sabotage, civil unrest, labour unrest, acts of statutory authorities or local or central governments, change in laws, rules and regulations affecting the performance of LLP.

This Terms of Use is an electronic record in terms of the Information Technology Act, 2000 and rules made there under. Further, this electronic record is generated by a computer system and does not require any physical or digital signatures. This electronic record is published in accordance with the relevant provisions of the Information Technology Act, 2000 and rules made there under.