

USER AGREEMENT

- 1. 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.**
- 2. 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 User agreement for access or usage of www.baithebaithe.com**
3. THIS TERMS OF USE AGREEMENT ('Agreement') is made between Baithe Baithe Socials Pvt. Ltd. ('Company') and any person (which shall include individual, Company, partnership, establishment) (hereinafter referred to as 'End-User' or 'User/Users' or 'Customer') who completes the registration process by opening and maintaining an account with the Company's interactive online communication service ('Service'). The website, www.baithebaithe.com is owned, hosted and operated by the Company which also comprises of the mobile site, applications for iOS, Android, Windows operating system (hereinafter referred to as "this site" or "this website" or "website"). The Company and User are collectively referred to as 'Parties' wherever the context permits.
4. BY CLICKING 'ACCEPT' OR ACCESSING THIS WEBSITE, USING OR INSTALLING ANY PART OF THE SERVICE, USER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF THE USER IS NOT AGREEABLE WITH THE TERMS OF THE AGREEMENT, HE MAY NOT CLICK 'ACCEPT', ACCESS THE WEBSITE, USE OR INSTALL ANY PART OF THE SERVICE AND THE COMPANY MAY PROMPTLY CANCEL ALL ITS TRANSACTIONS WITH THE USER.

5. Defined Terms

Unless otherwise specified, the capitalized words shall have the meanings as defined herein below:

- a. **Agreement:** Shall mean and include the completed application form, its attachment(s) and the terms and conditions stated herein. It shall deem to have been executed at Pune.
- b. **Company:** Is defined as Baithe Baithe Socials Pvt. Ltd. having its office at Pune.
- c. **Content:** Is defined as per the clause in reference to and will include (but is not limited to) reviews, images, photos, audio, video, location data, nearby places, and all other forms of information or data, 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 profile, content that the Company creates and makes 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, content that comes from parties other than the Company or its users and is available on the Services.
- d. **Date of Commencement:** Is the date indicating the acceptance of the application by the User to the service. It shall be specified by the Company in its notice to the User either through e-mail or conventional mail.
- e. **Date of Termination:** Is the date of expiry mentioned in the agreement and/or notice or/and the letter of termination.
- f. **End Consumer:** Is defined as an individual or corporate entity who uses the platform of www.baithebaithe.com to hire services of Third Party Service Provider. For all practical purposes the end consumer will be considered one only if his/her details and listing details have been duly recorded in the records of the company.

- g. **Listing:** Is defined as any venue or service that is listed by a Third Party Service Provider and is available for rental/charges via the site and **application**.
- h. **My Subscriptions:** Contains time to time information and description of the Services for the User provided by the Company in writing or contained in the website [Www.baithebaithe.com](http://www.baithebaithe.com).
- i. **Registration Data:** Is the database of all the particulars and information supplied by the User on initial application and subscription, including but without limiting to the User's name, telephone number, mailing address, account and email address.
- j. Words referring to masculine include the feminine and the singular include the plural and vice versa as the context admits or requires; and Words importing persons includes individuals, bodies corporate and unincorporated.
- k. **Services :** Means the Services to be provided through the Company website to the User of www.baithebaithe.com and shall include the provision of following facilities:
 - i. Service by the Third Party Service Providers wishing to post their profile or listing for the purpose of providing hospitality related services.
 - ii. Service to the End consumer who wishes to lease or hire a property for any event through [Www.baithebaithe.com](http://www.baithebaithe.com) and its Internet links.
 - iii. Service to the User/s who wishes to insert advertisements at www.baithebaithe.com.
 - iv. Service to the User/s who wishes to receive advertisements and promotional messages on [Www.baithebaithe.com](http://www.baithebaithe.com) and through emails.
- l. **Service Ratings:** Is defined as a rating mechanism developed by the company for maintain Quality Checks and will be available for viewing publicly for User/s and Non-Users alike.
- m. **Third Party Service Provider:** Is defined as the party who gets in touch with [Www.baithebaithe.com](http://www.baithebaithe.com) or is contacted by the same for promoting his services on the said website and **application**.
- n. **www.baithebaithe.com:** Is defined as the Internet web site of the Company at [Www.baithebaithe.com](http://www.baithebaithe.com) or the Company itself interchangeably.

- o. **Website:** Is defined as the Internet web site www.baithebaithe.com and any of its connected websites owned and/or controlled by the Company or its affiliates, legal heirs.
- p. **User:** Is defined as an individual or corporate subscriber who has paid for the Services of the Company and the signatory, whose particulars are contained in the online registration, sign up form or application form and includes his successors and permitted assignees. The term is inclusive of both the End Consumer and the Third Party Service Providers inclusive of venue owners as may be applicable.

6. Membership/Access

1. User must be competent to enter into a valid contract according to Section 11 of The Indian Contract Act, 1872 i.e.
 - a. he/she must be above the age of 18 years;
 - b. he/she must be of sound mind
 - c. he/she must not be disqualified from entering into this agreement by any law.
2. This Agreement in electronic form will be valid as per Section 10A of the Information Technology Act, 2000.
3. The User's registration for paid membership with the Website represents and warrants that the User shall ensure competency to enter into this Agreement as per S.11 of The Indian Contract Act, 1872 and thereby intend to agree and abide by terms of this Agreement.
4. Subsequently if the User realizes that they are unable to comply with the condition mentioned in clauses mentioned above, they must undertake to inform such disability to The Company at the earliest.

7. Commencement of Service

The Service shall be deemed to have commenced on the date on which the listing has been booked by End Consumer.

8. Subscription Fees

- a. The applicable rate of the Subscription Fees for the Service provided shall be such as mentioned in the "My Subscriptions" page or as may be prescribed by the Company from time to time.
- b. Liability for the Subscription Fees shall accrue from the Date of Commencement of Service.
- c. Currently there is no Subscription Fees or Brokerage fee for Individuals advertising their listings on Www.baithebaithe.com.
- d. Www.baithebaithe.com / Company Management has rights and can decide on subscription fees from all Users of www.baithebaithe.com in future if required without prior notice.

9. Advertising

Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be selected as per the queries you have raised or other information. The manner, mode and extent of advertising by the company on the Services available are subject to change without specific notice to you. In consideration for the Company granting you access to and use of the Services, you agree that Company may place such advertising on the Services.

Part of the site may contain advertising information or promotional material or other material submitted to Company by Third Party Service Providers or Users. Responsibility for ensuring that material submitted for inclusion on the Website Platform or mobile app complies with applicable national laws is exclusively on the party providing the information/material. Company will not be responsible or liable for any error or omission, inaccuracy in advertising material or any loss or damage of any sort incurred as a result of any such advertising or as a result of the presence of such advertisements on the Company Platform and mobile application.

10. For Agents and Brokers

- a. Agents and Brokers are not allowed to post Ads on Www.baithebaithe.com.

- b. Www.baithebaithe.com Team has every right to de-activate suspicious property ads or property ads posted by agents or brokers without notice to the concerned party.

11. Payment

- a. Where Subscription Fees accrues it shall be payable at or within such time as stated in the invoice(s) issued by the Company to the User.
- b. The company shall have no say with regard to the payments or any dispute with regard to any payment/dues/advance payment or the like between the End User and Third Party service Provider.
- c. All payments to be made to the Company by the End User and/or the Third Party Service Provider will have to be made in advance as per the terms stated in the invoice terms.
- d. The Subscription Fees shall be paid by the User on demand. In case the User disputes the same for any reason whatsoever, he shall make the payment towards the Subscription Fees accrued nevertheless. In the event of Company deciding the dispute in the User's favor, the Company shall promptly refund to the User any excess amount paid by the User without any interest.
- e. Any delay in the payment by the User of any sums due under this Agreement, the Company shall have the right to charge interest on the outstanding amount from the date the payment became due until the date of final payment by the User.

12. Security

- a. User/s Baithebaithe Account Information is password-protected for User/s privacy and security.
- b. In certain areas Baithebaithe uses industry-standard SSL-encryption to protect data transmissions.

13. Cancellation

- a. [Www.baithebaithe.com](http://www.baithebaithe.com) shall reserve the exclusive right to cancel any Content/listing whatsoever from being published or reflected on its website or in any other mode.
- b. Further, any cancellation on any booking shall be as per the terms and conditions agreed between the End User and Third Party Service Provider. The website or the company has no role to play in these terms and conditions. End Users are required to check with the respective Third Party Service Provider about the cancellation Policy before making any sort of payment. The Company or its affiliates hold no responsibility towards End User and Third Party Service Provider due to any financial loss that the same may accrue due to any disagreement between them.
- c. No requests with regard refund of payments made under clause 10(c) will be entertained.

14. Obligations of User/Subscriber

- a. The accuracy of the Registration Data given to the Company on initial application for the Service shall be the sole responsibility of the User.
- b. Any licenses, permits, consents, approvals and intellectual property or other rights as may be required for using the Service shall be obtained by the User at his own cost.
- c. The User will ensure compliance with all notices or instructions given by the Company from time to time to enable the use of the Service.
- d. The User understands and agrees that User is responsible for all applicable taxes and for all costs that are incurred in using the Www.baithebaithe.com service.
- e. The User shall be solely responsible for all information retrieved, stored and transmitted through the Service by him.
- f. The User shall keep confidential and not disclose to any person the User's password and User identification and all activities and transmission performed by the User through his User identification.

- g. The User shall immediately notify the Company of any un-authorized use of the User's account or any other breach of security known to the User.
- h. The User shall promptly make the payment to the Company towards the Subscription Fees as and when it becomes payable.
- i. The User shall be responsible for the set-up or configuration of his equipment for access to the Service.
- j. Www.baithebaithe.com in its sole discretion shall reserve the right to edit, modify and alter the Content. User agrees that the online advertisements placed with Www.baithebaithe.com shall be reflected after 7 working days. The User further agrees to the stipulated 7 working days.
- k. The User will identify and inform www.baithebaithe.com for any action or claim committed/made by any third party resulting from any information posted on the site by the User or/and anybody else on his behalf.
- l. "Www.baithebaithe.com does not accept any responsibility towards the data/photos/videos and any other media files entered in our website. The User who has entered the data is fully responsible for any wrong data entered and be liable for any and all action taken by third party (whether civil/criminal). Wwww.baithebaithe.com however shall endeavor to use the best industry practice of weeding out all wrong data/ false data entered and undertakes to withdraw all such data within 24 working hours of receipt of such complaint. All complaint should be addresses by email at support@baithebaithe.com."
- m. "The User agrees that any data entered into herein can and shall be saved, used and commercially exploited by Wwww.baithebaithe.com as deemed fit by them."
- n. "User of the website agrees to indemnify and keep Wwww.baithebaithe.com indemnified from any wrong/false data entered into and hereby warrants and covenants that all data entered into the website is true and correct and belongs exclusively to him and not to any other third party."

15. Prohibited Actions

- a. The User/s shall not host, display, upload, modify, publish, transmit, update or share any information that —

- i. belongs to another person and over which the User does not have any right ;
 - ii. relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - iii. violates any law for the time being in force;
 - iv. deceives the Company about the origin of such messages or communicates any information which is misleading, defamatory, offensive, vulgar, obscene, profane, scandalous, lascivious, libelous, hurting religious sentiment or menacing in nature;
 - v. impersonates another person;
 - vi. 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.
- b. The User shall not manipulate or interfere with other User/s' or any listings/information.
- c. The User shall not take any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information off of the sites or using it for purposes unrelated to The Company).
- d. The User shall not distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes via the Website.
- e. The User shall not harvest or otherwise collect information about other User/s, including their email addresses and other details without the Company's consent and is restrained from allowing any person other than the authorized person(s) named in the application form to use the Service.
- f. The User undertakes not to resell or assign his/her rights or obligations under these Terms & Conditions. User also agrees not to make any unauthorized commercial use of the Service.

- g. The User shall use the Service only for the purpose for which it is subscribed.
- h. The User shall comply with all applicable laws (and shall not contravene any applicable law) of India relating to the Services, including any regulation made pursuant there to.
- i. The User shall not print, download, duplicate or otherwise copy, delete, vary or amend or use any data or personal information posted by any User on www.baithebaithe.com except such data and information which are posted by the particular User himself.
- j. The User shall keep confidential and not disclose to any person the User's password and User identification and all activities and transmission performed by the User through his User identification.
- k. The User shall not share the Service with any person without the prior written approval of the Company.
- l. The User shall not use the website for any unlawful purpose including without limitation criminal purposes.
- m. The Service shall not be used to send or receive any message, which is offensive on moral, religious, racial or political grounds or of an abusive, indecent, obscene, defamatory or menacing nature.
- n. The User shall be prohibited if they persistently send messages or make postings on Www.baithebaithe.com to any other User or third party who access the website without reasonable cause or for causing any threat or/and harassment or/and annoyance or/and anxiety or/and any other inconvenience whatsoever caused to any person.
- o. The User shall not infringe on any intellectual property rights of any person or/and retain information in any computer system or otherwise with an intention to do so.
- p. The User shall give out to the Company a non-exclusive, worldwide, royalty-free, irrevocable, sub-license able (through multiple tiers) right to exercise all copyright and publicity rights, in any existing or future media, known or unknown, over the material or User Data displayed in User/s listings.

- q. For the purpose of this Agreement, "User Data" shall mean all information (if any) submitted by the User to www.baithebaithe.com with the exception of trading data, credit card numbers, checking account numbers, etc. "Individually Identifiable User Data" shall mean that subset of "User Data" which can be reasonably used to identify a specific individual such as their name, address, phone number, etc. The User Data shall be deemed to be the property of www.baithebaithe.com. The User shall take all reasonable efforts to ensure that it is accurate and complete and not misleading in any way.
- r. User agrees not to make use of anyone else's Information other than as necessary to complete any valid transactions in which User/s are involved.
- s. The User shall not violate, or attempt to violate the security of Www.baithebaithe.com and/or any web sites linked to Www.baithebaithe.com or gain un-authorized access to any information regarded as private by other User s or persons, including but without limitation to accessing data and information not intended for them or logging onto a server or account which the User is not authorized to access, attempting to probe, scan or test the vulnerability of a system or network or attempting to breach security or authentication.
- t. The User shall be prohibited to introduce post or transmit any information or software, which contains a virus, worm or other harmful component into the internet or Www.baithebaithe.com network system.
- u. In the event that the User breaches any of the above mentioned covenants, the Company shall have the right to delete any material relating to the violations without prior notice to the User. The Company shall issue a warning to the User to discontinue any activity which leads to the said violations and in the event the User continues with such prohibited activity, the Company reserves the unilateral right to suspend or/and deactivate the User 's access to Www.baithebaithe.com the Service and/or any other related facility. In addition to the right to indemnity available to the Company, the Company shall have the right to any legal remedy, against the User to recover the loss suffered by the Company and the harm caused to the reputation of the Company , due to such violation by the User .

- v. The User/s shall avail of the Www.baithebaithe.com or any other related site for lawful purposes alone. Transmission or/and distribution or/and storage of material or/and conduct in violation of any applicable local or/and state or/and Central or/and foreign law or/and regulation is prohibited. This includes without limitation any unauthorized use of material protected by patent or/and copyright or/and trademark or/and other intellectual property right, material that is obscene or/and defamatory or/and libelous or/and constitutes an illegal threat, or/and violates rights of privacy or publicity, or/and violates export control laws. The User may use the information on our site only to the extent necessary to facilitate Wwww.baithebaithe.com related transactions.
- w. www.baithebaithe.com strongly opposes SPAM, which floods the Internet with unwanted and unsolicited email and deteriorates the performance and availability of the Wwww.baithebaithe.com service. All forms of SPAM, or any other activities that have the effect of facilitating SPAM, are strictly prohibited.
- x. www.baithebaithe.com also prohibits the use of another Internet service to send or post SPAM to drive visitors to User /s site hosted on or through Wwww.baithebaithe.com systems, whether or not the messages were originated by User /s, under User /s direction, or by or under the direction of a related or unrelated third party.

16. Technical Issues

- a. User acknowledges that, although the Internet is often a secure environment, sometimes there are interruptions in service or events that are beyond the control of The Company, and The Company shall not be responsible for any data lost while transmitting information on the Internet. While it is The Company's objective to make the Site accessible 24 hours per day, 7 days per week, the Site may be unavailable from time to time for any reason including, without limitation, routine maintenance. The User understands and acknowledges that due to circumstances both within and outside of the control of The Company, access to the Site may be interrupted, suspended or terminated from time to time.
- b. The Company shall have the right at any time to change or discontinue any aspect or feature of The Website, including, but not limited to, Content, hours of

availability, applicability of fees or charges and equipment/software needed for access or use for any reason or no reason whatsoever. Further, The Company 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.

17. Copyright and Trademarks

- a. Everything located on or in this Site, is the exclusive property of The Company, or used with express permission of the copyright and/or trademark owner. Any copying, distributing, transmitting, posting, linking, deep linking, or otherwise modifying of this site or any of the microsites without the express written permission of the Company is strictly prohibited.
- b. Any violation of this policy may result in a Copyright, Trademark or other intellectual property right infringement that may subject End User to *inter alia* civil and /or criminal penalties.
- c. This Site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music, sound, and the entire Contents of The Website are protected by Copyright as a collective work under the Indian Copyright Act, 1957. The Company owns a copyright in the selection, coordination, arrangement and enhancement of such Content, as well as in the Content original to it. End User are not supposed to modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Content, in whole or in part. End User may download / print / save copyrighted material for End User's personal use only. Except as otherwise expressly stated under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material without the express permission/license from of The Company and the copyright owner is duly obtained as per Section 30 of the Indian Copyright Act, 1957. Even if such a license is obtained, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made.

- d. End User acknowledges that he/she/it does not acquire any ownership rights by downloading copyrighted material.
- e. Trademarks that are located within or on the Site other than as per the provisions of The Trade Marks Act, 1999 and which are owned or operated in conjunction with The Company shall not be deemed to be in the public domain but rather the exclusive Intellectual property of The Company .
- f. Any other mark on the Web site otherwise other than as mentioned above are used under the express permission of the Proprietor of such Trade Mark and are for the exclusive benefit and use of The Company , unless otherwise stated. The Company holds the right of permitted use as defined under S.2 (r) (ii) of The Trade Marks Act, 1999 in such scenario.
- g. End User shall not upload, post or otherwise make available on this Site any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right.
- h. **If the material posted by a User is a review, User represents and warrants that they are the sole author of that review; the review reflects an actual dining experience that they had; they were not paid or otherwise remunerated in connection with their authoring or posting of the review; and they had no financial, competitive, or other personal incentive to author or post a review that was not a fair expression of their honest opinion.**

18. Confidentiality & Security

- a. To protect the secrecy of his User Identification and/or password the User shall take all such measures as may be necessary (including but without limiting to changing his password from time to time and shall not reveal the same to any other person(s)).
- b. Since a User identification is necessary to access the Service; the User shall use only his own User Identification.

- c. It is agreed by the User that he acquires no rights to any mailbox number or/and the User identification or/and circuit reference or/and any codes assigned to him by the Company. The User further agrees that except as otherwise provided herein, the Company reserves the right to change or/and re-assign the same to the User at its sole discretion without being liable to the User for any kind of damages or/and relief or/and any other consequence/s.
- d. In the event of theft or/and loss of User identification or/and password or/and security word, the User shall notify the Company immediately by registered email id and personally concurrently provide the Company with a written notice to that effect. The User shall remain liable for use of the Services by any third party until such theft or loss is notified to the Company.
- e. The password and User name being made available to the customer shall be used only by the organization named by the customer and the employee of the organization. The User shall take all necessary precautions to prevent unauthorized access or/and leakage of User name or/and password being provided by the Company to him.
- f. The User shall not use any software to automatically download or/and extract either a complete or/and partial listing from Www.baithebaithe.com database without prior consent from the Company in writing.

19. Monitoring

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

20. Maintenance

The Company may at its sole discretion and without assigning any reason whatsoever at any time deactivate or/and suspend the User's access to www.baithebaithe.com and/or the Services (as the case may be) without notice to carry out system maintenance or/and upgrading or/and testing or/and repairs or/and other related work. Without prejudice to any other provisions of this Agreement, the Company shall not be liable for any loss or/and damage or/and costs or/and expense that the User may suffer or incur, and no fees or/and charges payable by the User to the Company shall be deducted or refunded or rebated, as a result of such deactivation or/and suspension.

21. Termination

- a. Either party to this agreement may terminate this Agreement by giving prior notice of 30 days in writing.
- b. It shall be on the discretion of the Company that the period of notice of 30 days may be waived or a shorter period of notice may be accepted in writing from the User.
- c. However, the Company irrespective of clause specified hereabove may terminate this Agreement with immediate effect, without prior notice to the User and without assigning any reason/s whatsoever:
 - i. If in the opinion of the Company, the User has breached any of the terms and conditions of this agreement.
 - ii. If in the opinion of the Company or/and any regulatory authority, it is not in the public interest to continue providing the Service to the User for any reason.
 - iii. If the User is declared a bankrupt or/and the User enters into any compromise or arrangement with its creditors and further without any prejudice to any/all other rights.

22. Liabilities upon Termination

- a. If the Agreement is terminated pursuant to clause 20 above, without prejudice to any other remedies available to the Company, the User shall be liable for Subscription Fees payable until the Date of Termination.

- b. The amounts due and payable to the Company by the User upon termination shall be payable within 30 days of the relevant Date of Termination.
- c. The company will in its sole discretion entertain any request for refund of any fees paid to the company by the End User and the Third Party Service Provider. Both End User and Third Party Service Provider understand and agree that the payments made by them in advance to the Company are legitimate dues earned by the Company for providing intermediary services to them and can not be refunded under any scenario.

23. Suspension of Service

- a. If any monies payable by the User to the Company are not paid on the due date, the Company may without prejudice to any other rights or remedies that may be available to it suspend the Service provided to the User.
- b. When the Service subscribed for is suspended, it shall be deemed to be terminated. The date shall be such as stipulated by the Company and the User shall be liable for all the charges and fees incurred up to the date.
- c. Upon subsequent payment by the User of such monies as demanded by the Company, the Company may at its discretion and subject to such terms as it deems proper, reconnect the Service.

24. Violation of Terms & Conditions

If www.baithebaithe.com, in its sole discretion, determines that a violation of the Terms & Conditions has occurred, [Www.baithebaithe.com](http://www.baithebaithe.com) may pursue any of its legal remedies, including but not limited to the immediate deletion of any offending material from its site or/and cancellation of User/s account and/or the exclusion of any person(s) who may have violated any Terms & Conditions. [Www.baithebaithe.com](http://www.baithebaithe.com) could also pursue violators with claims that they have violated various criminal and/or civil law provisions as applicable under the relevant Acts/Rules, etc of the land. [Www.baithebaithe.com](http://www.baithebaithe.com) will cooperate with any investigation by any Central or/and State or/and local body or/and any court or/and tribunal having the competence to carry out the same. Such cooperation may be without

notice to the User. If Www.baithebaithe.com believes in its sole discretion that any advertisement or/and services may create liability for Www.baithebaithe.com, Www.baithebaithe.com may take any actions that it believes are prudent or necessary to minimize or/and eliminate its potential liability, including but not limited to, the release of User information. In sum, www.baithebaithe.com reserves the right to refuse service to anyone at any time, or/and to remove any listings or/and any advertisements for any reason, and without notice.

25. Disclaimer

- a. Disclaimer of Warranties: The User shall agree that use of the service is at the User's sole risk. The service is provided on an "as is" or/and on an "as available" basis. Www.baithebaithe.com expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- b. The Company/www.baithebaithe.com makes no warranty that the service shall meet User's requirements, that the service shall be uninterrupted or/and timely or/and secure or/and error free; nor does www.baithebaithe.com make any warranty as to the results that may be obtained from the use of the service or as to the accuracy or reliability of any information obtained from the service. Cancellations and alterations shall be effected only on the receipt of application regarding the same in writing.
- c. Commercial / contractual terms will be offered by and agreed to between End users and Third Party Service Provider of the properties alone. The Website/Company does not have any control or determines or advises or in any way involves itself in the offering or acceptance of such commercial / contractual terms between End users and Third Party Service Provider.
- d. The Website/Company is not responsible for any non-performance or breach of any contract entered into between User/s or between any User and seller of any property. The Website/Company cannot and does not guarantee that the concerned Users properties will perform any transaction conceived through the

Website. The Website/Company shall not and is not required to mediate or resolve any dispute or disagreement between Users.

- e. The Website is only a venue through which Users can gain information and contact organisations/individuals regarding properties they can rent and services like flower decorators, mehendi designers, dance troupes or the likes that they can hire. The Website/Company is only providing a platform for communication and it is agreed that the contract for leasing out of any of the property or any sale of any service through the website shall be a strictly bipartite contract between the End User and the Third Party Service Provider. At no time shall any right, title or interest over the properties vest with The Company nor shall The Company have any obligations or liabilities in respect of such contract. The Company is not responsible for delayed possession of properties or other incidental matters thereto.
- f. There are no express representations and warranties, whether express or implied, made by the Company regarding the accuracy and/or quality of any information transmitted and/or obtained through the use of the Services or Www.baithebaithe.com.
- g. Www.baithebaithe.com will not be liable for any time difference arising between a message released through a gateway / server (provided to Www.baithebaithe.com) and such message finally reaching the End User from the concerned service provider.
- h. The Company shall not be liable for any disclosure of information concerning the User's account and/or particulars nor for any error and/or omissions and/or inaccuracy with regard to information so disclosed. In addition The Company shall further not be liable for any loss or damages sustained by reason of such disclosure, whether intentionally or inadvertently.
- i. In case there is any loss of information, caused due to any reason, whether as a result of any disruption of service, suspension and/or termination of the Service, the Company shall not be liable in any way for the same. Further the Company is not responsible for the accuracy, quality and/or Contents of any information available, received and/or transmitted through this Service.

- j. All information is accepted in good faith and Www.baithebaithe.com accepts no responsibility whatsoever regarding the bonafide of the User , nor can any interviews be granted or/and correspondence entered into regarding any advertisement published.
- k. The User shall ensure that while using the Service, all prevailing and applicable laws, rules and regulations, directly or indirectly for the use of systems, service or equipment shall at all times, be strictly complied with by the User and the Company shall not be liable in any manner whatsoever for default of any nature regarding the same, by the User.
- l. The Company does not warrant that Www.baithebaithe.com or any of the web sites linked to Www.baithebaithe.com be free of any operational hazards or errors nor that it will be free of any virus or/and worm or/and any other harmful components.
- m. It is not the Company's policy to exercise any kind of supervisory or editorial control over and/or edit and/or amend any data and/or Contents of any e-mails and/or posting of any information that that may be inserted or/and made available or transmitted to a third party in or through Www.baithebaithe.com and the User acknowledges the same. The User acknowledges and agrees that the Company has absolute discretion to refuse and/or suspend or/and terminate and/or delete and/or amend any artwork, materials and/or information or/and Content of any data and/or information or/and posting so as, in the sole opinion of the Company , to comply with the prevailing legal framework and/or moral obligations as placed on the Company and in order to avoid infringing any third party's rights and/or any other rules and/or standards and/or codes of practices that may be applicable to the posting or Www.baithebaithe.com and/or the internet.
- n. Www.baithebaithe.com will be involved only as an intermediary in transaction between parties who are using our website. There are risks, which the User assumes when dealing with people who might be acting under false pretenses and the same shall be borne by the User. This website is a venue only and does not screen or/and censor or/and otherwise control the listings offered to other Users, nor does Www.baithebaithe.com screen or/and censor or/and otherwise control

the Users of its service. Wwww.baithebaithe.com cannot and does not control the behavior of the participants on this site. Wwww.baithebaithe.com cannot control whether or not User/s of Wwww.baithebaithe.com will complete the transactions they describe on the website. It is extremely important that the User takes care throughout his dealings with other people on this site and not depend on the Company for the same. Wwww.baithebaithe.com does not accept or/and assume responsibility for the Content or/and context of the User comment and will not remove or/and edit postings to the public comments areas once they are entered into the service, except to expire records or in its sole discretion.

26. If there is any dispute between the Users/participants on this site, it is agreed upon by the Users/participants that Wwww.baithebaithe.com has no obligation whatsoever to be involved in any such dispute/s. In the event that the User has a dispute with one or more User/s or/and participant/s, the User hereby undertakes not to make any claims or/and demands or/and damages (actual or/and consequential) of any kind or/and nature or/and known or/and unknown or/and suspected or/and unsuspected or/and disclosed or/and undisclosed, arising out of or/and in any way related to such disputes and/or our service against the Wwww.baithebaithe.com or/and their officers or/and employees or/and agents or/and successors.

27. The User understands and agrees that any information or/and material and/or goods or/and services obtained through this website is done at User's own discretion and risk and that User shall be solely responsible for any damage/s or/and cost or/and any other consequence/s resulting from any transaction.

28. No advice or or/any information, whether oral or/and written, obtained by the User from Www.baithebaithe.com or/and through or/and from the service shall create any warranty not expressly stated herein.
29. In case a visitor to the portal is desirous of conducting a site visit of the property he/she is interested in, it shall be the sole responsibility of the respective User/s to arrange for such site visits. The Company/Www.baithebaithe.com shall not be liable in any manner whatsoever, towards any liability and/or costs, arising out of such site visits including but not limited to non-fulfillment by the Advertiser in this regard.
30. The website's total liability under this Agreement in any circumstance shall be limited to the total amount of fees or/and charges paid by the User to the Company's website or the period immediately preceding two (2) months prior to the incident giving rise to the relevant claim.
31. The User releases and indemnifies The Company/www.baithebaithe.com and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the User s of the Website/seller of the properties and specifically waive any claims that he/she/it may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, The Website/Company cannot control the information provided by other User/s which is made available on the Website. User/s may find other User's information to be offensive, harmful, inaccurate, or deceptive. Please use caution and practice safe trading when using the Website. Please note that there may be risks in dealing with foreign nationals, underage persons or people acting under false pretense.

32. Listing Visit

The Website may on request organize Listing visits for User/s free of cost. However, the User in full recognition and appreciation of the dangers and hazards inherent in visiting a site which might be carrying some construction work, freely acknowledges and understands that the activity involves the risk of serious bodily injury or death, and the User hereby fully accepts and assumes all risks and responsibility for injuries, losses, liabilities, damages and costs which the User or such other persons accompanying him may incur as a result of such Listing visit. The User may be advised to wear a hard hat, safety glasses with side shields and any other personal protective equipment as may be required by the Third Party Service provider at all times while on the Listing, which he shall strictly adhere to.

- 33.** The User on his behalf and on behalf of his personal representatives, executors and heirs, hereby releases and agrees to indemnify, defend and hold harmless **The Company /www.baithebaithe.com**, its affiliates, partners (including joint venture partners), members, managers, officers, directors, agents, employees or volunteers, subcontractors and sub-subcontractors, from and against any and all injuries, losses or liabilities, to the fullest extent permitted by law, incident to the User 's involvement or participation in visiting "**Third Party Service Provider**" site or any reason whatsoever. This Release and Indemnification shall include, but not be limited to, all injuries, losses or liabilities of any kind whatsoever incurred or sustained by the User or his property as a result of the negligence of the User.

34. Limitation of Liability

User agrees that Wwww.baithebaithe.com shall not be liable for any direct or/and indirect or/and incidental or/and special or/and consequential or/and exemplary damages, resulting from the use or/and the inability to use the service or/and data or/and information or/and services purchased or/and obtained or/and messages received or/and transactions entered into through or/and from the "website" or/and resulting from

unauthorized access to or/and alteration of User's transmissions or/and data or/and arising from any other matter relating to the service, including but not limited to, damages for loss of profits or/and use or/and data or other intangible, even if www.baithebaithe.com has been advised of the possibility of such damages. User further agrees that [Www.baithebaithe.com](http://www.baithebaithe.com) shall not be liable for any damages arising from interruption, suspension or termination of service, including but not limited to direct or/and indirect or/and incidental or/and special consequential or/and exemplary damages, whether such interruption or/and suspension or/and termination was justified or not, negligent or intentional, inadvertent or advertent. User agrees that [Www.baithebaithe.com](http://www.baithebaithe.com) shall not be responsible or liable to User , or anyone, for the statements or conduct of any third party including specifically but not limited to the "Third Party Service Provider". In sum, in no event shall www.baithebaithe.com's total liability to the User for all damages or/and losses or/and causes of action exceed the amount paid by the User to [Www.baithebaithe.com](http://www.baithebaithe.com), if any, that is related to the cause of action.

35. The Company takes no responsibility/liability whatsoever for shortage or non-fulfillment of the service/s on [Www.baithebaithe.com](http://www.baithebaithe.com) or any other related site due to or arising out of technical failure or/and malfunctioning or/and otherwise and the User hereby undertakes that in any situation/s, the User will not claim any right/damages/ relief, etc against the Company for "Deficiency of service" under The Consumer Protection Act or any other Act/Rules, etc. as the User has very well understood the risks involved in using the website of the Company and is aware that the Company has specifically made the risks involved abundantly clear to the User . The User agrees to such risks and is using/intending to use the Website after having understood all the terms and conditions provided here including the risks involved.

36. Wwww.baithebaithe.com shall not be liable for any and all costs, charges, expenses, etc incurred in relation to the costs that may be incurred by End Consumer which are to be borne by the User/s personally as per their arrangement.

37. Wwww.baithebaithe.com shall not be responsible for any malfunctioning, non-functioning of the mobile phone or any other application, and or any damage, loss, either direct or indirect arising out of the use of the Wwww.baithebaithe.com mobile application on User /s mobile phone.

38. Use of Information/Data Supplied

- a. The User hereby agrees and irrevocably authorizes that the Company has the right to:
- b. Use for the Company's own purpose, any data or/and information supplied by the User in connection with this Agreement, and/or pass on such information to any other associated companies or selected third parties.
- c. Retain all data or/and information supplied by the User while using the Service to remain at Wwww.baithebaithe.com for the exclusive use of the Company in accordance with service agreement with the User , notwithstanding any termination of the Agreement or suspension of the Service to the User herein. Anything contrary to the above, unless specifically put down in writing, following the termination or suspension of the Service to the User , all such data and information shall remain in the Company's property, records and databases as the exclusive property of the Company , for all times to come.
- d. "By entering mobile number while registering on www.baithebaithe.com, User gives consent to Wwww.baithebaithe.com to send alerts, contact and promotional SMS to User's registered mobile number. In case User does not want to receive these messages on his/her mobile number, he can remove his/her mobile number from his User details from www.baithebaithe.com".

39. Indemnity

- a. User will defend, or at its option and settle any third party lawsuit or proceeding brought against the Company based upon or otherwise any claim arising from the fact that the User Content, “Website” and/or User features infringe any copyright, trade secret or trademark of any third party and,
- b. User will defend, or at its option and settle any third party lawsuit or proceeding brought against the Company based upon the Company's use of any User Content, provided that such use complies with the requirements of the Agreement and,
- c. User will defend, or at its option and settle any third party lawsuit or proceeding brought against the Company based upon the User's use of the Services in any manner which is inconsistent with or in breach of the Agreement; and/or, any claim alleging facts that would constitute a breach of User's representations and warranties made in this Agreement. Any such claim/proceeding if made directly on the User shall promptly be communicated to the Company by the User with all reasonable information, assistance and cooperation in defending the lawsuit or proceeding. The User shall give the Company full control and sole authority over the defense and settlement of such claim. The User may join in defense with counsel of its choice at its own expense subject to the approval of the Company. The User unilaterally agrees to indemnify and hold harmless, without objection, the Company, its officers, directors, employees and agents from and against any claims, actions and/or demands and/or liabilities and/or losses and/or damages whatsoever arising from or resulting from their use of www.baithebaithe.com or their breach of the terms of this Agreement.

40. Provisions of Information Technology Act, 2000:

The Company and/or the Website are 'Intermediaries' as per the provisions of Information Technology Act of 2000 and are therefore protected from liability with respect to any third party information that may be posted on the Website as per the law.

41. Confidentiality

For the purpose of this Agreement and attachments thereto and all renewals, "Confidential Information " means all financial, commercial, technical, operational, staff, management and other information, data and know-how relating to (the " Disclosing Party " herein the Company) or any other members of the Disclosing Party's group of companies (including, without limitation, as to products and services, assets, customers, date and database, suppliers or employees), which may be supplied to or may otherwise come into the possession of the other (the " Receiving Party ", herein the User), whether orally or in writing or in any other form, and which is confidential or proprietary in nature or otherwise expressed by the Disclosing Party or by any of its Associates to be confidential, and/or not generally available to the public.

42. The Receiving Party shall keep confidential and secret and not disclose to any third party the Confidential Information nor any part of it, except to any of the Receiving Party's Associates, if required and upon prior permission in writing from the Disclosing Party. The Receiving Party agrees to take all possible precautions with regard to protecting confidential information from any third party and shall treat the Confidential Information of the Company with the same level of protection as provided to its own confidential data and shall ensure that all its Associates to whom such disclosure is made will act in accordance with the terms of this Agreement as if each of them were a party to this Agreement, and if required obtain a written statement from each of its employees/associates having access to such Proprietary Information undertaking to abide by the confidentiality conditions. All Proprietary Information shall be kept separate and exclusive and at the usual place of business (or residence as the case may be) of the Receiving Party.

43. Further no use, reproduction, transformation or storage of the Proprietary Information shall be made by the User without the prior written permission of the Company , except where required to be disclosed pursuant to any applicable law or legal process issued by any court or the rules of any competent regulatory body but only pursuant to informing the Company in writing.
44. On request of the Disclosing Party made at any time, including at the time of termination of this Agreement, the Receiving Party shall deliver back to the Disclosing Party all original documents, records, data and other material in the possession, custody or control of the Receiving Party that bear or incorporate any part of the Proprietary Information. The obligations of confidentiality set out in this Agreement shall continue to be in force notwithstanding termination of this Agreement for any reason whatsoever.
45. All information and data submitted by the User shall become the property of the Company. However all such information shall be kept strictly confidential and the Company shall not, subject to "Violation of Terms & Conditions" clause, release any such data and information to any third party without the prior consent of the User.
46. All confidential information (including name, e-mail address etc.) voluntarily revealed by the User in chat and bulletin board areas, is done at the sole discretion and risk of the User. If such information, collected by a third party is misused or results in unsolicited messages from such third parties, then such actions are beyond the use, beyond the control and liability of the Company and the Company accepts no responsibility or liability whatsoever for such actions.

47. All copyright and/or know-how and/or any other related intellectual property rights to the Service or Www.baithebaithe.com shall become and remain the sole and exclusive property of the Company and the User shall have no claims to the same. In the event the User has contributed any material to Www.baithebaithe.com in any manner whatsoever, all intellectual property rights to the same shall become the absolute property of the Company, including all intellectual property rights and the User shall have no right or claim over the same, in any manner whatsoever. In the event that the User during the term of his Agreement or any time thereafter, uses such intellectual property in any other website or related activity, the same shall be considered as an infringement of the intellectual property rights of the Company and the Company shall have the right to take recourse to whatever legal remedial action is required, in the given facts and circumstances, the costs and peril of which will lie at the end of the User.

48. Variation

- a. The right to amend/ vary or change the terms and conditions contained herein and in the Services Guide or at any time exclusively rests with the Company, upon notice (in such form as may be determined by the Company) to the User.
- b. This Agreement will be periodically updated and the Terms and Conditions changed from time to time and the changed or updated Agreement posted at Www.baithebaithe.com. The User should visit the site periodically to review the latest Terms and Conditions. For the avoidance of doubt, the User's continued use of the Service constitutes an affirmation and acknowledgement of the amended terms and conditions.
- c. The Content on the Website and Mobile App is for informational purposes only. The Company disclaims any liability for any information that may have become outdated since the last time the particular piece of information was updated.
- d. Further no use, reproduction, transformation or storage of the Proprietary Information shall be made by the User without the prior written permission of the

Company, except where required to be disclosed pursuant to any applicable law or legal process issued by any court or the rules of any competent regulatory body.

49. Discontinuation or Modification to Services

- a. The Company reserves the unilateral right to add to /and/or change and/or delete and/or end the Service at any time with or without notice to the User.
- b. There shall be no liability on behalf of the Company to the User or any third party in case the Company exercises its unilateral right to modify or discontinue the Service.

50. Notices

- a. All notices shall be in English and in writing and (a) if sent to the User to the address identified on the Application Form and (b) if sent to the Company to such address as provided in writing for such notice purposes; provided, however, that all invoices and payments shall be sent to the attention of The Company's Finance department, all legal notices shall be sent to the attention of the Company's Legal Department, and all other correspondence shall be sent to the attention of the account manager specified by the Company . Notice shall be deemed given upon receipt when delivered personally and upon received acknowledgment / written verification of receipt from overnight courier and finally upon verification of receipt of registered or certified mail.
- b. All notices from the Company including notice of change to these Terms & Conditions or other matters related to www.baithebaithe.com will be done by displaying notices to User/s on the Website.

51. Non-exclusive Remedy

Termination or expiration of this Agreement, in part or in whole, shall not limit Company from pursuing other remedies available to it, nor shall User be relieved of its obligation to pay all fees that are due and owing under this Agreement through the effective date of

termination. Neither party shall be liable to the other for any damages resulting solely from termination as permitted herein.

52. Waiver

The failure of www.baithebaithe.com to exercise or enforce any right or provision of these Terms & Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms & Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and other provisions of these Terms & Conditions shall remain in full force and effect.

53. Privacy Policy

The User/s has/have read The Company Privacy Policy, the terms of which are incorporated herein, and agree that the terms of such policy are reasonable. The User consents to the use of its personal information by The Company and/or its “Third Party Service Provider” and distributors in accordance with the terms of and for the purposes set forth in The Company Privacy Policy.

54. General terms

Interpretation: The section and subject headings in these Terms are included for reference only and shall not be used to interpret any provisions of these Terms.

Entire Agreement and Waiver: The Terms, together with the ‘Privacy Policy’ shall constitute the entire agreement between you and us concerning the Services. No failure or delay by us in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of that right or the exercise of any other right, power or privilege.

Severability: If any provision of these Terms is deemed unlawful, invalid, or unenforceable by a judicial court for any reason, then that provision shall be deemed severed from these Terms, and the remainder of the Terms shall continue in full force and effect.

Partnership or Agency: None of the provisions of these Terms shall be deemed to constitute a partnership or agency between you and the Company and you shall have no authority to bind the Company in any form or manner, whatsoever.

55. Governing Law and Jurisdiction

- a. It is clarified that there is no agency or/and partnership or/and joint venture or/and employee-employer or/and franchiser-franchisee relationship between www.baithebaithe.com and any User of the Service.
- b. The User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms & Conditions must be filed within 30 days after such claim or cause of action arose or be forever barred.
- c. All information of whatsoever nature received from the User is in good faith and is bonafide. The information is believed to be true/ correct and complies with the laws of the land.
- d. This Agreement and any dispute or matter arising from incidental use of Www.baithebaithe.com is governed by the laws of India and the User and the Company hereby submit to the exclusive jurisdiction of the courts at Pune, India without regard to its conflict of law provisions. User and Www.baithebaithe.com agree to submit to the personal and exclusive jurisdiction of the court located in Pune.

56. Acknowledgment and Acceptance of Terms and Conditions

The terms and conditions appearing here above consists of the entire agreement between the Party/User (as defined above) and the Company (as defined above) and replaces

all previous arrangements/schedules between the parties regarding the subject matter contained herein above. By completing the registration process and/or checking the "I have read and accept the Terms of Use" box, User/s are indicating acceptance to the agreement and agree to be bound by all of the terms and conditions of the Company as appearing here in above.

57. Support Center

Our support center helps Third Party Service Provider to post their hospitality related services through their Banquets halls/ Marriage gardens/ Conference Halls/ Property with ease on our website for providing such services as required by the End Consumer so far as the same is intended within the applicable laws of India. The information which we gather via calling is kept highly confidential. The information of End User/s is not outsourced to third parties under any circumstances. Users bear the sole responsibility of providing accurate and genuine information about their property when they receive calls from our support team. www.baithebaithe.com does not take any responsibility of data which is gathered via telephone calls.

58. GRIEVANCE

In case of any grievances against the website, the User may kindly get in touch with **(GRIEVANCE OFFICER), (Mob No.), (Email ID),**

59. It is our constant Endeavour to make www.baithebaithe.com an enjoyable and effective experience for all our User/s. If User/s observes material or behavior that may violate one of the www.baithebaithe.com Terms & Conditions, please write to us. This will go a long way in enhancing our service!