

Terms & Conditions for ServiceIndia

YOUR ACCEPTANCE OF THIS AGREEMENT: This is an agreement between you ("you" or "your") and ServiceIndia Private Limited, a company incorporated under the Companies Act 1956 with its registered office at Office no.01,Krishna Kaumudi Complex, Next to Tech-Mahindra Company, Karve Road ,Pune - 411004

("ServiceIndia" "we," or "our") that governs your use of the search services offered by ServiceIndia through its website www.serviceindia.com ("Website"), telephone search, SMS, WAP or any other medium using which ServiceIndia may provide the search services (collectively "Media"). When you access or use any of the Media you agree to be bound by these Terms and Conditions ("Terms").

CHANGES: We may periodically change the Terms and the Site without notice, and you are responsible for checking these Terms periodically for revisions. All amended Terms become effective upon our posting to the Site, and any use of the site after such revisions have been posted signifies your consent to the changes.

HOW YOU MAY USE OUR MATERIALS: We use a diverse range of information, text, photographs, designs, graphics, images, sound and video recordings, animation, content, advertisement and other materials and effects (collectively "Materials"), for the search services on the Media. We provide the Material through the Media FOR YOUR PERSONAL AND NON-COMMERCIAL USE ONLY.

While every attempt has been made to ascertain the authenticity of the Media content, ServiceIndia is not liable for any kind of damages, losses or action arising directly or indirectly, due to access and/or use of the content in the Media including but not limited to decisions based on the content in the Media which results in any loss of data, revenue, profits, property, infection by viruses etc.

Accordingly, you may view, use, copy, and distribute the Materials found on the Media for internal, non-commercial, informational purposes only. You are prohibited from data mining, scraping, crawling, or using any process or processes that send automated queries to ServiceIndia.. You may not use the Media or any of them to compile a collection of listings, including a competing listing product or service. You may not use the Media or any Materials for any unsolicited commercial e-mail. Except as authorized in this paragraph, you are not being granted a license under any copyright, trademark, patent or other intellectual property right in the Materials or the products, services, processes or technology described therein. All such rights are retained by ServiceIndia, its subsidiaries, parent companies, and/or any third party owner of such rights.

HOW YOU MAY USE OUR MARKS: The ServiceIndia company names and logos and all related products and service names, design marks and slogans are trademarks and service marks owned by and used under license from ServiceIndia or its wholly-owned subsidiaries. All other trademarks and service marks herein are the property of their respective owners. All copies that you make of the Materials on any of the Media must bear any copyright, trademark or other proprietary notice located on the respective Media that pertains to the material being copied. You are not authorized to use any ServiceIndia name

or mark in any advertising, publicity or in any other commercial manner without the prior written consent of ServiceIndia. Requests for authorization should be made to intproperty@ServiceIndia.com

HOW WE MAY USE INFORMATION YOU PROVIDE TO US: Do not send us any confidential or proprietary information. Except for any personally identifiable information that we agree to keep confidential as provided in our Privacy Policy, any material, including, but not limited to any feedback, data, answers, questions, comments, suggestions, ideas or the like, which you send to us will be treated as being non-confidential and nonproprietary. We assume no obligation to protect confidential or proprietary information (other than personally identifiable information) from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. We will also be free to use any ideas, concepts, know-how or techniques contained in information that you send us for any purpose whatsoever including but not limited to developing, manufacturing and marketing products and services incorporating such information.

PRIVACY POLICY:

ServiceIndia is committed to protecting the privacy and confidentiality of any personal information that it may request and receive from its clients, business partners and other users of the Website. To read our privacy policy statement regarding such personal information please refer [PrivacyPolicy](#)

CONTENT DISCLAIMER:

ServiceIndia communicates information provided and created by advertisers, content partners, software developers, publishers, marketing agents, employees, users, resellers and other third parties. While every attempt has been made to ascertain the authenticity of the content on the Media ServiceIndia has no control over the accuracy of such information on our pages, and material on the Media may include technical inaccuracies or typographical errors, and we make no guarantees, nor can we be responsible for any such information, including its authenticity, currency, content, quality, copyright compliance or legality, or any resulting loss or damage. Further, we are not liable for any kind of damages, losses or action arising directly or indirectly, due to access and/or use of the content on the Media or any of them including but not limited to content based decisions resulting in loss of data, revenue, profits, property, infection by viruses etc.

All of the data on products and promotions including but not limited to, the prices and the availability of any product or service or any feature thereof, is subject to change without notice by the party providing the product or promotion. You should use discretion while using the Media .

ServiceIndia reserves the right, in its sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the Media. Where appropriate, we will endeavor

to update information listed on the Website on a timely basis, but shall not be liable for any inaccuracies.

All rights, title and interest including trademarks and copyrights in respect of the domain name and Media content hosted on the Media are reserved with ServiceIndia. Users are permitted to read, print or download text, data and/or graphics from the Website or any other Media for their personal use only. Unauthorized access, reproduction, redistribution, transmission and/or dealing with any information contained in the Media in any other manner, either in whole or in part, are strictly prohibited, failing which strict legal action will be initiated against such users.

Links to external Internet sites may be provided within the content on Website or other Media as a convenience to users. The listing of an external site does not imply endorsement of the site by ServiceIndia or its affiliates. ServiceIndia does not make any representations regarding the availability and performance of its Media or any of the external websites to which we provide links. When you click on advertiser banners, sponsor links, or other external links from the Website or other Media, your browser automatically may direct you to a new browser window that is not hosted or controlled by ServiceIndia.

ServiceIndia and its affiliates are not responsible for the content, functionality, authenticity or technological safety of these external sites. We reserve the right to disable links to or from third-party sites to any of our Media, although we are under no obligation to do so. This right to disable links includes links to or from advertisers, sponsors, and content partners that may use our Marks as part of a co-branding relationship.

Some external links may produce information that some people find objectionable, inappropriate, or offensive. We are not responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in any externally linked websites. We do not fully screen or investigate business listing websites before or after including them in directory listings that become part of the Materials on our Media, and we make no representation and assume no responsibility concerning the content that third parties submit to become listed in any of these directories.

All those sections in the Media that invite reader participation will contain views, opinion, suggestion, comments and other information provided by the general public, and ServiceIndia will at no point of time be responsible for the accuracy or correctness of such information. ServiceIndia reserves the absolute right to accept/reject information from readers and/or advertisements from advertisers and impose/relax Media access rules and regulations for any user(s).

ServiceIndia also reserves the right to impose/change the access regulations of the Media , whether in terms of access fee, timings, equipment, access restrictions or otherwise, which shall be posted from time to time under these terms and conditions. It is the responsibility of users to refer to these terms and conditions each time they use the Media .

While every attempt has been made to ascertain the authenticity of the content in the Media, ServiceIndia is not liable for any kind of damages, losses or action arising directly or indirectly, due to access and/or use of the content in the Media including but not limited to any decisions based on content in the Media resulting in loss of data, revenue, profits, property, infection by viruses etc.

WARRANTY DISCLAIMER:

Please remember that any provider of goods or services is entitled to register with ServiceIndia. ServiceIndia does not examine whether the advertisers are good, reputable or quality sellers of goods / service providers. You must satisfy yourself about all relevant aspects prior to availing of the terms of service. ServiceIndia has also not negotiated or discussed any terms of engagement with any of the advertisers. The same should be done by you. Purchasing of goods or availing of services from advertisers shall be at your own risk.

We do not investigate, represent or endorse the accuracy, legality, legitimacy, validity or reliability of any products, services, deals, coupons or other promotions or materials, including advice, ratings, and recommendations contained on, distributed through, or linked, downloaded or accessed from the Media.

References that we make to any names, marks, products or services of third parties or hypertext links to third party sites or information do not constitute or imply our endorsement, sponsorship or recommendation of the third party, of the quality of any product or service, advice, information or other materials displayed, purchased, or obtained by you as a result of an advertisement or any other information or offer in or in connection with the Media.

Any use of the Media, reliance upon any Materials, and any use of the Internet generally shall be at your sole risk. ServiceIndia disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed in the search results in the Media.

THE MATERIAL AND THE MEDIA USED TO PROVIDE THE MATERIAL (INCLUDING THE WEBSITE) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SERVICEINDIA DISCLAIMS, TO THE FULLEST EXTENT PERMITTED UNDER LAW, ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF THE MEDIA AND MATERIALS. SERVICEINDIA DOES NOT WARRANT THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

SERVICEINDIA DISCLAIMS ANY AND ALL WARRANTIES TO THE FULLEST EXTENT OF THE LAW, INCLUDING ANY WARRANTIES FOR ANY INFORMATION, GOODS, OR SERVICES, OBTAINED THROUGH, ADVERTISED OR RECEIVED THROUGH ANY LINKS PROVIDED BY OR THROUGH THE MEDIA SOME COUNTRIES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM COUNTRY TO COUNTRY AND JURISDICTION TO JURISDICTION.

DISCLAIMER for "ServiceIndia GUARANTEE" and "Sure Service"

The "ServiceIndia Guarantee" and "Sure Service" is a limited assurance offered by ServiceIndia that the name and contact information of the advertiser and the category in which the advertiser is listed by ServiceIndia, have been verified as existing and correct at the time of the advertiser's application to register with ServiceIndia. ServiceIndia makes no representations or warranties, whether express or implied, including but not limited to warranties of the continued existence and/or operations of the advertiser, or the quality, quantity, merchantability or fitness for use of the goods or services offered by the advertiser.

LIMITATION OF LIABILITY:

IN NO EVENT SHALL SERVICEINDIA BE LIABLE TO ANY USER ON ACCOUNT OF SUCH USER'S USE, MISUSE OR RELIANCE ON THE MEDIA FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA WHETHER BROUGHT IN WARRANTY, CONTRACT, INTELLECTUAL PROPERTY INFRINGEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY, EVEN IF SERVICEINDIA ARE AWARE OF OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, ARISING OUT OF OR CONNECTED WITH THE USE (OR INABILITY TO USE) OR PERFORMANCE OF THE MEDIA, THE MATERIALS OR THE INTERNET GENERALLY, OR THE USE (OR INABILITY TO USE), RELIANCE UPON OR PERFORMANCE OF ANY MATERIAL CONTAINED IN OR ACCESSED FROM ANY MEDIA. SERVICEINDIA DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT OR PROCESS DISCLOSED ON THE MEDIA OR OTHER MATERIAL ACCESSIBLE FROM THE MEDIA.

THE USER OF THE MEDIA ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS MEDIA AND THE INTERNET GENERALLY. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL USERS; IN SUCH COUNTRIES LIABILITY IS LIMITED TO THE FULLEST EXTENT

PERMITTED BY LAW.

THIRD PARTY SITES:

Your correspondence or business dealing with or participation in the sales promotions of advertisers or service providers found on or through the Media, including payment and delivery of related goods or services, and any other terms, conditions, and warranties or representations associated with such dealings, are solely between you and such advertisers or service providers. You assume all risks arising out of or resulting from your transaction of business over the Internet, and you agree that we are not responsible or liable for any loss or result of the presence of information about or links to such advertisers or service providers on the Media. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, authenticity, copyright compliance, legality, decency or any other aspect of the content, advertising, products, services, or other materials on or available from such sites or resources. You acknowledge and agree that your use of these linked sites is subject to different terms of use than these Terms, and may be subject to different privacy practices than those set forth in the Privacy Policy governing the use of the Media . We do not assume any responsibility for review or enforcement of any local licensing requirements that may be applicable to businesses listed on the Media.

MONITORING OF MATERIALS TRANSMITTED BY YOU: Changes may be periodically incorporated into the Media. ServiceIndia may make improvements and/or changes in the products, services and/or programs described in these Media and the Materials at any time without notice.

We are under no obligation to monitor the material residing on or transmitted to the Media . However, anyone using the Media agrees that ServiceIndia may monitor the Media contents periodically to (1) comply with any necessary laws, regulations or other governmental requests; (2) to operate the Media properly or to protect itself and its users. ServiceIndia reserves the right to modify, reject or eliminate any material residing on or transmitted to its Media that it, in its sole discretion, believes is unacceptable or in violation of the law or these Terms and Conditions.

DELETIONS FROM SERVICE: ServiceIndia will delete any materials at the request of the user who submitted the materials or at the request of an advertiser who has decided to "opt-out" of the addition of materials to its advertising, including, but not limited to ratings and reviews provided by third parties. ServiceIndia reserves the right to delete (or to refuse to post to public forums) any materials it deems detrimental to the system or is, or in the opinion of ServiceIndia, may be, defamatory, infringing or violate of applicable law. ServiceIndia reserves the right to exclude Material from the Media. Materials submitted to ServiceIndia for publication on the Media may be edited for length, clarity and/or consistency with ServiceIndia's editorial standards.

INDEMNIFICATION:

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms, your violation of any law, or your violation of the rights of a third party, including the infringement by you of any intellectual property or other right of any person or entity. These obligations will survive any termination of the Terms.

MISCELLANEOUS:

These Terms will be governed by and construed in accordance with the Indian laws, without giving effect to its conflict of laws provisions or your actual state or country of residence, and you agree to submit to personal jurisdiction in India. You agree to exclude, in its entirety, the application to these Terms of the United Nations Convention on Contracts for the International Sale of Goods. You are responsible for compliance with applicable laws. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect. These Terms constitute the entire agreement between us and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter of these Terms. Any waiver of any provision of the Terms will be effective only if in writing and signed by you and ServiceIndia. ServiceIndia reserves the right to investigate complaints or reported violations of these Terms and to take any action we deem necessary and appropriate. Such action may include reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties. In addition, we may take action to disclose any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. ServiceIndia reserves the right to seek all remedies available at law and in equity for violations of these Terms.

Notices. All of our notices, demands and other communications must be in writing and will be deemed to have been given (a) if mailed by certified mail, postage prepaid, (b) if delivered by overnight courier, (c) if sent by facsimile transmission and such transmission is confirmed as received, or (d) if sent by electronic mail, and such message is confirmed as received, in each case to the address, fax number or e-mail address specified on the Order for the recipient of such notice. All of your notices, demands and other communications must be in writing and will be deemed to have been given (a) if mailed by certified mail, postage prepaid or if delivered by overnight courier, to our address: Office no.01,Krishna Kaumudi Complex, Next to Tech-Mahindra Company, Karve Road ,Pune - 411004

Force Majeure. In no event shall we or any Distribution Site have liability or be deemed to be in breach hereof for any failure or delay of performance resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, network failure, riot, explosion, embargo, strikes (whether legal or illegal), terrorist act, labor or material shortage, transportation interruption of any kind or work slowdown or any other condition not reasonably within our control. Your payment obligations shall continue during any event of force majeure. Indemnification. You agree to indemnify us and the

Distribution Sites and hold us and the Distribution Site harmless from and with respect to any claims, actions, liabilities, losses, expenses, damages and costs (including, without limitation, actual attorneys' fees) that may at any time be incurred by us or them arising out of or in connection with these Terms or any Advertising Products or services you request, including, without limitation, any claims, suits or proceedings for defamation or libel, violation of right of privacy or publicity, criminal investigations, infringement of intellectual property, false or deceptive advertising or sales practices and any virus, contaminating or destructive features. Telephone Conversations. All telephone conversations between you and us about your advertising may be recorded and you hereby consent to such monitoring and recordation. Arbitration: Any disputes and differences whatsoever arising in connection with these Terms shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996. a) All proceedings shall be conducted in English language. b) Unless the Parties agree on a sole arbitrator there shall be three Arbitrators, one to be selected by each of the parties, and the third to be selected by the two Arbitrators appointed by the parties. c) The venue of Arbitration shall be in Mumbai, India.

Entire Agreement. These Terms constitutes the entire agreement between you and us with respect to the subject matter of these Terms and supersedes all prior written and all prior or contemporaneous oral communications regarding such subject matter. Accordingly, you should not rely on any representations or warranties that are not expressly set forth in these Terms. If any provision or provisions of these Terms shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Except as provided in Section 1, these Terms may not be modified except by writing signed by you and us; provided, however, we may change these Terms from time to time, and such revised terms and conditions shall be effective with respect to any Advertising Products ordered after written notice of such revised terms to you or, if earlier, posting of such revised terms and conditions on our Website.

Terms and conditions for Listing of Advertisements on ServiceIndia Website

1. By virtue of affixing signature on the order form the Customer authorises ServiceIndia Pvt. Ltd. ("ServiceIndia") to include Customer's business information in the ServiceIndia database and to list on the ServiceIndia website on the following terms and conditions.
2. It is clarified that ServiceIndia reserves the right to continue the service under the same brand name or a different name, club the service with some other service of ServiceIndia, to discontinue the service, change the website or webpages on which service will be provided at any time without an obligation to inform the customers in advance.
3. Validity: The offer is valid for a period of 60 days from the date of giving it to the authorised representative of ServiceIndia. ServiceIndia may accept the offer within the period above mentioned by dispatch of the Invoice containing essentials of commercial terms and the advertisement size/specifications only.
4. The position or layout of the advertisement is determined by a computer program, developed by ServiceIndia taking into account various factors like optimum utilization of space, viewers'

convenience, etc. No special position is assured and any commitment of special position obtained by the Customer from the authorized representative of ServiceIndia shall not be binding on ServiceIndia.

5. ServiceIndia is responsible only for those omissions and errors in the Advertisement(s) which annul or seriously damage the effectiveness of the same and are notified by the Customer, by registered post within 90 days from the date of listing of the advertisement in the online yellow pages. Moreover, the Customer absolves ServiceIndia and those acting on ServiceIndia's behalf from any responsibility arising out of the provision of the contracted service and also from non-implementation or part implementation thereof, to early or delayed implementation and the modification and completeness of the same.
6. Customer hereby agrees that the general terms and conditions mentioned herein and commercial terms & advertisement size/specification mentioned in the Invoice sent by ServiceIndia, consequent to the acceptance of this offer shall be binding on both ServiceIndia and the Customer. Customer shall intimate discrepancy, if any, in the Invoice by Registered Post Acknowledgement Due within 7 days of its receipt.
7. Cancellation: To cancel the advertisement, the Customer will have to apply in writing to ServiceIndia by Regd. Post. Acknowledgement Due. If cancellation is accepted, the amount paid by the Customer will be refunded after deducting 35% of the value of the advertisement towards administration charges. No cash refund will be given.
8. The Customer shall pay the agreed amount/ installments, if any on the dates mentioned in the order form and as enumerated in the Invoice sent by ServiceIndia. The Customer agrees that if any installment of the amount hereby agreed upon is at any time in arrears for more than two weeks then ServiceIndia shall be entitled to charge interest at the rate of 18% p.a. on such arrears and/or cancel the advertisement/contract. In other cases, in the event of cancellation of advertisement contract by Customer or Customer failing to adhere to any of the Terms & Conditions, Customer authorizes ServiceIndia to forfeit a minimum of 35% of the order value and return the balance out of the amount paid, if any, within a reasonable period. If the amount paid by Customer is less than 35% of the order value, then the Customer shall be liable to pay such balance within two weeks of communication to this effect. No refund shall be made on cancellation of advertisements after the provision of the service has commenced. In case of payment made in part, the Customer refuses to pay the balance after the advertisement has appeared, ServiceIndia shall have right to recover the balance amount apart from cancellation of advertisement with interest at the rate of 18% p.a.
9. The Customer agrees to indemnify ServiceIndia against losses incurred on account of false warranties or declarations provided by Customer, or breach of any of the terms and conditions of this agreement and actions faced by ServiceIndia on account of wrongful acts by the Customers including loss of goodwill. The Customer also agrees to indemnify ServiceIndia from all costs/expenses (including advocates fees/costs, court fees, etc.) incurred in instituting or defending of legal proceedings arising due to the acts of Customers as mentioned in this clause.
10. The Customer hereby agrees to inform the discontinuance of the business or modification in the information listed accurately and in time to enable ServiceIndia for timely processing.
11. The Customers shall not use ServiceIndia's trademarks, copyrights, logos, symbols, etc., without the written permission of ServiceIndia in any way whatsoever.
12. The Customer hereby authorises ServiceIndia to use the information contained herein for maintaining their database as well as for any other purpose that ServiceIndia may deem fit.

- 13.** The Customer is bound to (or cause to) be delivered to ServiceIndia office, within a week from the date of the signing of this form, all relevant details for inclusion in the listings. If the Customer desires any change in the details later on, the same shall be communicated in writing to the specified officer of ServiceIndia & obtain and preserve the confirmation from the said officer with ServiceIndia stamp for having taken note of the change or modification. ServiceIndia shall be entitled to reject/set aside any matters, which do not conform to the norms of decency or are obscene or which violate any law in force. No documents or material submitted by the Customer will be returned. ServiceIndia does not take any responsibility to preserve any matter/documents provided to it.
- 14.** The information that Customer provides in the order booking form must be complete and accurate. ServiceIndia reserves the right at all times to disclose any information as is deemed necessary to comply with any applicable law, regulation, legal process or Governmental request.
- 15.** The Customer assures ServiceIndia about the legal right of customer to sell the goods or render the services mentioned in the advertisement. The Customer shall provide ServiceIndia, if called upon and at any time, at own cost, any document, which may prove the above mentioned right. In case of default, the contract shall be considered terminated through non-fulfillment on the part of the Customer. The Customer shall indemnify & keep ServiceIndia indemnified against any claim on ServiceIndia arising out of the publicity over the voice service of advertisement/offers authorized by the customer, including on account of the intellectual property rights and also against any loss or damages (pecuniary or otherwise) which the ServiceIndia may have to incur, owing to the provision of this service.
- 16.** The Customer agrees that ServiceIndia may appropriate the amount paid by the Customer for the subscription /charges against any outstanding(s) due to ServiceIndia at any time and in respect of any services/products provided by ServiceIndia.
- 17.** It is hereby agreed that the payment of the consideration shall be as per the particulars mentioned in the order form. In all other cases, the payment shall be made within a period of thirty days from the date of placing the order. In cases where there is delay in making the payment by the Customer ServiceIndia shall be entitled to charge interest @ 18% p.a. on such amount.
- 18.** This offer form will be subject to all taxes and levies that are payable to all the relevant authorities according to the laws/statutes in force from time to time. ServiceIndia reserves the right to raise the supplementary invoice for the taxes and levies.
- 19.** The Customer acknowledges that there shall lie no claim against ServiceIndia for any loss of profit, loss of opportunity, loss of business, loss of revenue, indirect, incidental, special or consequential loss arising out of, or in any way connected with the use of offer/advertisement or with the delay or inability of ServiceIndia to list the advertisement.
- 20.** The Customer shall be responsible for complying with all the laws applicable w.r.t the content provided by him. The Customer is responsible for making sure that the Content provided is free of all defamatory matter, inaccuracies or legal restriction, including advertising regulations. The Customer hereby agrees to indemnify ServiceIndia against all costs and losses whatsoever incurred by ServiceIndia, its employees or sub-contractors as a result of any claim made against it or any of them in any jurisdiction in the world for infringement of any Intellectual Property Rights in the Advertisement Content, defamation or any other action as a result of breach of this warranty. ServiceIndia reserves the right to cancel any order if the Content provided violates any national or international laws.

- 21. Maximum Liability:** Apart from a reason other than a force majeure cause if the agreed service is provided only in part, or in case of an occurrence of any error therein, or provision of service does not happen, the customer agrees to accept a refund in accordance with the refund policy that is framed by ServiceIndia in this regard. ServiceIndia shall have the right to make a proportionate abatement in the amount paid and in cases where the service is not provided at all, the customer shall be entitled to the maximum refund of the amount paid. In case of customer suffering any damage owing to errors in the provision of the voice service, which has been proved in any legal proceeding before any tribunal, forum or court of law, ServiceIndia's liability shall be limited to Rs. five hundred per advertisement.
- 22.** The Customer accedes to ServiceIndia the right not to execute the offer even after express acceptance of the same in the event that, in the Judgement of ServiceIndia, which may not be questioned by the Customer, any difficulty should arise in the execution of the offer, whatever the cause be. The Customer expressly understands that the total liability of ServiceIndia, in the eventuality of ServiceIndia not executing the offer, is specifically limited to the refund of the amount paid by the Customer on the contract.
- 23.** Notwithstanding any thing contained in this agreement, ServiceIndia shall not be deemed to be in default or liable to the other party if and to the extent, it is prevented from performing any of its obligations under this agreement by circumstances beyond its control including without limitation, the act of god, storm, earthquake, fire, floods, war, riots, strike, lockouts, labour disputes actions and or inactions of government occurring after the date of this agreement.
- 24.** If the Customer becomes bankrupt or insolvent or commences winding up or compounds with his creditors or defaults in paying amounts due to ServiceIndia, it shall be lawful for ServiceIndia to cancel this agreement without any notice to the Customer. Thereupon its obligation to publish the advertisement shall cease without prejudice to the right of the ServiceIndia to recover any amount then accrued and due including forfeiture of and or collection of 35% of the total invoice value.
- 25.** Each of the provisions of these terms and conditions shall be separate and severable. If at any time any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect, that shall not affect the legality or validity or enforceability of remaining provisions of this agreement.
- 26.** The failure to exercise or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies under this Agreement or at law. A waiver by ServiceIndia of any terms or conditions in any instance should not be considered to be a waiver of any term or condition for the future or of any subsequent breach.
- 27.** Any clause or condition preventing the acceptance and / or the execution of offers made by competitors or other businesses are null and void, even if such clause or condition is written in this offer form by the Sales Representative or any other member of the ServiceIndia staff.
- 28.** This agreement is on Principal to Principal basis, and no agency, employment, partnership, joint venture, or any other relationship is created by this Agreement.
- 29.** The terms contained herein supercede and replace any other agreement or negotiation between you and ServiceIndia, whether oral, written or otherwise, including any statements made to Customer by any representative of ServiceIndia at any time for this purpose. Any amendments, changes, additions, deletions or other modifications of this Agreement are void unless specifically expressed in writing and agreed to by ServiceIndia.
- 30.** Neither of the parties shall assign the benefit or burden of this agreement without the other's prior

written consent (not to be unreasonably withheld). However this excludes the assignment that IL may need to do to its associates towards delivering its service.

- 31.** THE SALES/AUTHORISED REPRESENTATIVE DOES NOT HAVE THE AUTHORITY EITHER BY WORDS, WRITTEN OR ORAL OR BY CONDUCT TO -- Make promises or allurements in connection with the listing of the customer's information, Guarantee precise time and period of the listing on the ServiceIndia's online pages, Offer free advertisement(s) in the same or in any of the services of ServiceIndia, as consideration for the service to be provided pursuant to the contract concluded with the customer, Offer discount other than the one mentioned in the acceptance cum invoice sent by ServiceIndia, Offer special benefits such as "Listing at the top" and all other commitments of any type, etc. AND SUCH ACTS IF DONE SHALL NOT BIND SERVICEINDIA IN THE EXECUTION OF THE CONTRACT. (The customer shall in this regard solicit the advice in writing of the ServiceIndia personnel not below the rank of a branch manager).
- 32.** Resolving of disputes: The parties shall first attempt to resolve any dispute in connection with the agreement by conciliation. Such conciliation shall be between the senior management personnel of the parties at the relevant time. If any dispute persists between the parties with reference to the interpretation of this agreement or with rights in respect of any of the transaction involved whether before or after its termination, such dispute shall be referred to Arbitration. Each party shall be entitled to appoint one Arbitrator within 30 days of raising of the dispute. The Arbitrators so appointed shall appoint a third arbitrator who would act as the Presiding Arbitrator. The Arbitration proceedings shall be held at PUNE, India under the provisions of Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.
- 33.** This agreement shall be governed by and construed in accordance with the Indian laws and the parties submit to the exclusive jurisdiction of the Courts in Pune, Maharashtra.

Terms and conditions for Webservice

- 1.** By virtue of signature, the Customer hereby irrevocably authorizes ServiceIndia Pvt. Ltd. ("the Company") and the Company hereby undertakes to create, design and host website ("the Service") for and on behalf of the Customer in accordance with the instructions and order placed by the Customer.
- 2.** The Company will provide the Service based on the information and instructions provided by the Customer.
- 3.** ServiceIndia shall commence its performance of this Contract only after realization of the cheque / Demand Draft provided towards the consideration. In the event of dishonor of cheque / Demand Draft, ServiceIndia reserves the right to charge the Customer towards bank charges and administrative charges.
- 4.** The Customer authorizes the Company to contact it, from time to time, by telephone or otherwise so as to verify its information in Company's database and also for obtaining additional information relating to its products / services etc.
- 5.** The Customer also authorizes the Company to keep it informed periodically about its business including new / existing products through telephone, email, SMS etc.

- 6.** ServiceIndia shall not be liable to the Customer save as expressly provided for in these terms and conditions and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise. To the maximum extent permitted by law, ServiceIndia hereby disclaims all warranties, terms and conditions with regard to the information, products and services including all implied warranties, terms and conditions by statute, collaterally or otherwise of satisfactory quality, fitness for a particular purpose and title. ServiceIndia shall in no event, be liable for any loss of profit, loss of opportunities, loss of business, loss of revenue, indirect, incidental, special or consequential loss arising out of, or in any way connected with the use of the website or with the delay or inability to provide the contracted service. In no event will ServiceIndia's liability in connection with the services, any software provided hereunder, or this agreement, whether caused by failure to deliver, non-performance, defects, breach of warranty or otherwise, exceed the aggregate amount paid by the Customer as consideration for this contract.
- 7. Disclaimer**

 - a.** ServiceIndia shall not be responsible for any errors in websites due to incorrect details furnished by the Customer.
 - b.** The sales / authorized representative does not have the authority either by words, written or oral or by conduct to do any of the following acts and such acts if done shall not bind ServiceIndia in the execution of the contract. The Customer shall in this regard solicit the advice in writing of the ServiceIndia personnel not below the rank of a branch manager .

 - i. Make promises or allurement in connection with the provision of contracted service.
 - ii. Guarantee the precise time and period for the provision of the contracted service.
 - iii. Offer free advertisement(s) in the same or other product / services of ServiceIndia / Yahoo, as consideration of the contract pursuant to the Contract concluded with the Customer, other than what is offered in the official price list.
 - iv. Offer any discount other than what is offered in the official price list.
- 8.** ServiceIndia reserves the right to terminate the Contract at its option.
- 9.** The Customer shall indemnify and keep ServiceIndia and its Directors and officers indemnified in respect of all expenses, loss or damages (pecuniary or otherwise) which may be suffered by it / them against any claims made by third party arising out of providing the service for any reason including infringement of any Intellectual Property Rights.
- 10.** ServiceIndia's decision on the scope of the contract and interpretation thereof shall be final and binding on the Customer.
- 11.** Any dispute arising out of this Contract between the Company and the Customer shall be subject to exclusive jurisdiction of Courts at Pune only.
- 12.** Force majeure – ServiceIndia shall not be liable to Customer in respect of any delay in performance of this Contract or breach of terms and conditions due to any event or circumstances beyond ServiceIndia's reasonable control.
- 13.** Entire agreement: The terms and conditions of this agreement supersede all former oral or written understandings / agreements/ representations between the parties and shall constitute the entire agreement between the parties with respect to the subject matter of this Contract. There are no understandings and representations, express or implied not expressly set forth in this Contract. The

Contract shall not be modified or amended except by writing signed by the party to be charged, and no changes or additions shall bind ServiceIndia unless signed by it through an employee of not below the Branch Manager's rank.

14. The contract shall also be subject to the Creativecrows Use Policy as specified below.

Webserve Use Policy

1. Scope. This Policy (this "Policy") governs the usage of ServiceIndia Pvt. Ltd.'s ("Company") product, "Creativecrows" (the "Services"). This Policy is incorporated by reference into each contract Company enters into with a customer (each, a "Customer") for the use of such Services. Company may modify this Policy at any time without notice. In addition, this Policy is incorporated by reference into the Terms and Conditions applicable to Company's Web site so that no person who utilizes Company's Web site (regardless of whether that person is a Customer) may take any action utilizing Company's Web site that a Customer would be prohibited to take utilizing the Services.

2. Purpose . The purpose of this Policy is to enhance the quality of the Services and to protect Company's customers, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This Policy applies to each Customer and its employees, agents, contractors or other users of such Customer who obtain Services from Company (each such person being a "User"). Each User should use common sense and good judgment in connection with the Services. Parents or guardians should always supervise minors in using the Internet. Parents and guardians should remain aware at all times of what is on the Internet and how the minors under their care are using the Services and the Internet.

3. Prohibited Uses . Users may not:

a. Utilize the Services to send mass unsolicited e-mail to third parties. Provided, however, that Users may use software programs or services provided by Company to send unsolicited commercial e-mail so long as the User ensures that such transmissions comply with all applicable regulations, rules and laws for the time being in force in India or outside.

b. Utilize the Services in connection with any illegal activity. Without limiting the general application of this rule, Users may not:

i. Utilize the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;

ii. Utilize the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;

iii. Utilize the Services to traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law;

iv. Utilize the Services to export encryption software in violation of applicable export control laws in India or outside; or

v. Utilize the Services in any manner that violates applicable law .

c. Utilize the Services in connection with any tortious or actionable activity. Without limiting the general application of this rule, Users may not:

i. Utilize the Services to publish or disseminate information that (A) constitutes slander, libel or defamation, (B) publicizes the personal information or likeness of a person without that person's

consent or (C) otherwise violates the privacy rights of any person.

ii. Utilize the Services to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.

d. Utilize the Services in connection with any other disruptive or abusive activity. Without limiting the general application of this rule, Users may not:

i. Utilize the Services to cause denial of service attacks against Company or other network hosts or Internet users or to otherwise degrade or impair the operation of Company's servers and facilities or the servers and facilities of other network hosts or Internet users;

ii. Post messages or software programs that consume excessive CPU time or storage space;

iii. Utilize the Services to offer mail services, mail forwarding capabilities, POP accounts or autoresponders other than for the User's own account;

iv. Utilize the Services to resell access to CGI scripts installed on Company's servers;

v. Utilize the Services to subvert, or assist others in subverting, the security or integrity of any Company systems, facilities or equipment;

vi. Utilize the Services to gain unauthorized access to the computer networks of Company or any other person;

vii. Utilize the Services to provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code;

viii. Utilize the Services to (A) forge the signature or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous remailers or Internet nicknames);

ix. Utilize the Services to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services;

x. Utilize the Services to conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator);

xi. Utilize the Services to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam;

xii. Utilize the Services to solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or spam;

xiii. Utilize the Services in any manner that might subject Company to unfavorable regulatory action, subject Company to any liability for any reason, or adversely affect Company's public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by Company in its sole discretion;

xiv. Use any third party software that impairs, disrupts, destroys, or otherwise damages or has potential to damage Company's servers and facilities or the servers and facilities of other network hosts or Internet users; or xv. Utilize the Services in any other manner to interrupt or interfere with the Internet usage of other persons.

4. Violations.

a. Disclaimer.

Company expressly disclaims any obligation to monitor its Customers and other Users with respect to

violations of this Policy. Company has no liability or responsibility for the actions of any of its Customers or other Users or any content any User may post on any Web site.

b. Reporting Non-Copyright Violations.

Company encourages Users to report violations of this policy by e-mail to: abuse@ServiceIndia.com, including in any such report the name of the offending domain (for example, xyz.com) and the type of abuse (for example, spam, illegal acts, harassment, etc.) in the "subject" field of the e-mail.

c. Reporting Copyright Violations. Company encourages Users to report an alleged IPR infringement involving a user by sending a notice to abuse@serviceindia.com.

d. Company reserves the right to suspend or terminate any customer pursuant to any valid complaint. Furthermore, Company, in its sole discretion, may suspend or terminate without notice; any User that Company determines is a repeat IPR infringer.

e. Remedies.

If Company learns of a violation of this Policy, Company will respond to the applicable Customer and may, in Company's sole discretion, take any of the following actions, in accordance with the severity and duration of the violation:

- i. Warning the Customer;
- ii. Suspending the offending Customer from the Services;
- iii. Terminating the offending Customer from the Services;
- iv. Imposing fees or charges on the offending Customer account in accordance with the applicable service contract;
- v. Removing the offending content or service; and
- vi. Taking other action in accordance with this Policy, the applicable service contract or applicable law.

5. Reservation of Rights. Company reserves the right to cooperate with appropriate legal authorities in investigations of claims of illegal activity involving Company's Services, Customers and other Users. Company reserves all other rights to respond to violations of this Policy to the extent of applicable law and in accordance with any applicable contractual obligations. Company may utilize technical means to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions and otherwise to enforce this Policy and each Customer agrees that Company is authorized to monitor its communications through Company's network for such purposes.