

# Home Assiist Private Limited

## Terms and Conditions

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This agreement governs the terms (“Terms”) and use of including, but not limited to services offered by Home Assiist, purchase of paid services, use of website, mobile application, and/or other services, (collectively “Services”) offered by Home Assiist Private Limited, and/or its subsidiaries (“Subsidiaries”) and third parties (“Third Parties”), (it, we, us, our) collectively called “Home Assiist”, and referred as such in this agreement.

By using one or more Services, and/or accessing services, features and facilities offered by website, mobile applications and/or other electronic and/or physical entities of Home Assiist, you expressly, without any limitation and/or conditions, agree to be bound by terms and conditions expressed in this agreement, and you are entering into contractual obligation between you and Home Assiist. If you do not agree with any provisions in this terms and conditions, you shall not use and/or access such Services and/or platforms where such Services are offered at. And this agreement is not transferrable to any individual, group of individual, company or any party or entity thereof.

### 1. Changes to this Agreement

We may change the terms of this Agreement at any time, with or without notifying you. The change shall be posted in writing or electronically (including without limitation, by email or by posting a notice on the Service). By using a Service after changes are made to this Agreement you acknowledge that you agree to be bound by such changes. Latest Terms and Conditions is available here <http://www.homeassiist.com/TermsAndConditions.pdf>

### 1.2. Additional Agreements

Home Assiist may enter into additional, and specific, agreements with you and/or contracts to any services you use, paid or unpaid. Such additional agreements will not void or nullify any clause in this Terms.

### 2. Privacy

Privacy policy of Home Assiist describes how we collect, use, share and protect your personal information. Your information may be stored and processed in the India or any other country where Home Assiist has facilities to operate on such data, and/or where a Third Party Service provider hosts services. By using a Service of Home Assiist online or offline, you consent to the transfer of information outside of your country. Privacy Policy in force at any time is available here, <http://www.homeassiist.com/PrivacyPolicy.pdf>

### 3. Your Account

If you access a Service using a password, you are solely responsible for maintaining the confidentiality of that password. You will be responsible and liable for any access to or use of a Service by you or any person or entity using your password, whether or not such access or use has been authorized by you or on your behalf, and whether or not such person or entity is your employee or agent, including, without limitation, any fee-based transactions. If you provide someone else with access to your password to a Service, they will have the ability to view information about your account and make changes through the website for a Service. Similarly, if you tell someone the answer to your security question for a Service, they will be able to request information about

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your account and make changes through Customer Service. If you believe someone has accessed a Service using your user name and password without your authorization, please immediately notify us by contacting us via the means posted on website. You agree to notify us promptly if you change your billing and delivery addresses and email address so we can continue to contact you and send any notices required hereunder. If you fail to notify us promptly of a change, then any notice we send to your old address shall be deemed sufficient notice. You are responsible for any fees or charges incurred to access a Service through an Internet access provider or other service not owned by us.

### 4. Subscription Service Fees and Payments

Home Assiist may offer paid services to individuals, you must be 18 years of age or older to purchase a Service and/or subscription to the Services or any other content, product, or service offered by us through the Services. You cannot access and/or use our services if you are less than 18 years of age.

#### 4.1 Fees

You agree to pay the subscription fees and any other charges incurred in connection with your account for a Service (including any applicable taxes) at the rates in effect when the charges were incurred. Subscription fees will be billed at the beginning of your subscription and on renewal periodically as per Service purchased. We may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance and an opportunity to cancel.

#### 4.2 Refund

As a general matter, all fees and charges are non-refundable. We reserve the right to issue refunds or credits at our sole discretion. If a Service is Upgraded or Downgraded, we may offer to offset the un-utilized fees in the current plan to be used against the payment for new plan. If we do issue a refund or credit, we are under no obligation to issue the same or similar refund in the future.

### 5. Cancellation and Renewal

**5.1 Term and Renewal.** This Agreement shall remain in full force and effect while you use the Services. With respect to Paid Subscription Services, your subscription will renew automatically, as mentioned in plan you subscribed to, and until it is cancelled in accordance with this Section and/or any additional terms attached to the Service purchased. You must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term.

**5.2 Cancellation Policy for other subscriptions.** We may cancel your subscription at any time upon notice to you. You may cancel your subscription prior to any renewal term through the Home Assiist website by logging into your online account, fees paid for that subscription period is not refundable.

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### 6. Third Party Payment Services

With respect to Paid Services, we may use a third party not affiliated with us to process payments for a Service (a “Third Party Processor”). You agree that this Third Party Processor is solely responsible for controlling, handling, processing, or fulfilling purchases processed through its systems. When using such Third Party Processor you may be subject to additional terms of use/service and privacy policy(ies) of the Third Party Processor.

### 7. Changes to Services

We may discontinue or change Services in whole or with respect to a particular Product, as well and any services or functions available through this Service, at any time. We may change the terms of this Agreement at any time, with or without individual communication to you, by posting a notice on the Service that the terms have been "updated". The changes also will appear in this document, which you can access as mentioned in Section 1 for Terms and Section 2 for Privacy Policy. You signify that you agree to be bound by such changes by using the Service after changes are made to this Agreement.

### 8. Availability of Service through other Platforms

If you access a Service through a mobile application or other type of third party platform, the applicable End User License Agreement for the mobile service through which you downloaded the mobile application may apply in addition to the terms of this Agreement and you agree that you are subject to such application or platforms terms in addition to this Agreement.

### 9. Limitations on Use.

**9.1** Only one individual may access a Service at the same time using the same user name or password, unless we agree otherwise.

**9.2** Service is offered only to the service location provided in the user account. Frequent change in Service address is discouraged, and if a fraudulent activity is identified and/or Home Assiist determines, on its discretion, that a fraudulent activity is possibly happening, Home Assiist may chose to terminate the Service without any obligation, and with or without notice, to you.

**9.3** The text, graphics, images, video, artwork, metadata and other data, design, organization, compilation, look and feel, advertising and all other protectable intellectual property, including but not limited to any copyrights, trademarks, service marks, trade names, trade dress, patent rights, or database rights (the “Content”) available through the Services are our property or the property of our advertisers and licensors and are protected by copyright and other intellectual property laws. Unless you have our or licensors written consent, you may not use, sell, publish, distribute, retransmit or otherwise provide access to the Content received through the Services to anyone or entity or organization

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**9.4** Use of the Services, and/or attempting to use one or more facilities offered by such Services through HomeAssiist website is to offer convenience to users, Services are guaranteed only when a representative of HomeAssiist receives such requests, any technical glitches that delays such representatives receiving your request for a Service on-time may delay time of service.

### **10. Additional Restrictions on Use of the Content.**

**10.1** You agree not to rearrange or modify the Content available through a Service. You agree not to display, post, frame, or scrape the Content for use on another website, app, blog, product or service, except as otherwise expressly permitted by this Agreement. You agree not to create any derivative work based on or containing the Content. The framing or scraping of or in-line linking to the Services or any Content contained thereon and/or the use of webcrawler, spidering or other automated means to access, copy, index, process and/or store any Content made available on or through the Services other than as expressly authorized by us is prohibited.

**10.2** You further agree to abide by exclusionary protocols (e.g., Robots.txt, Automated Content Access Protocol (ACAP), etc.) that may be used in connection with the Services. You may not access parts of the Services to which you are not authorized, or attempt to circumvent any restrictions imposed on your use or access of the Services.

**10.3** You may not create apps, extensions, or other products and services that use our Content without our written permission. You may not aggregate or otherwise use our Content in a manner that could reasonably serve as a substitute for a subscription to a Service.

**10.4** Any unauthorized or prohibited use of any Content may subject you to civil liability, criminal prosecution, or both, under applicable federal, state, local laws, or applicable foreign laws, rules, regulations and treaties. We require users to respect our copyrights, trademarks, and other intellectual property rights and shall enforce the same.

**10.5** You may not access or view the Services with the use of any scripts, extensions, or programs that alter the way the Services are displayed, rendered, or transmitted to you without our written consent.

**10.6** You agree not to use the Services for any unlawful purpose. We reserve the right to terminate or restrict your access to a Service if, in our opinion, your use of a Service may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement.

**10.7 Grant of Rights and Representations by You.** If you upload, post or submit any User Content on a Service, you represent to us that you have all the necessary legal rights to upload, post or submit such User Content and it will not violate any law or the rights of any person. You agree that upon uploading, posting or submitting information on the Services, you grant Home Assiist, and our respective affiliates and successors a non-exclusive, transferable, worldwide, fully paid-up, royalty-free, perpetual, irrevocable, sub-licensable right and license to use, distribute, publicly perform, display, translate, adapt, reproduce, and create derivative works from your User Content in any and all media or technology, now known or later developed, in any manner, in whole or part, with or without attribution, without any duty to compensate you.

You waive all moral rights you may have in any User Content. You agree that we may modify or alter your User Content without seeking further permission from you. You also grant us the right to authorize the use of User Content, or any portion thereof, by subscribers and other users in accordance with the terms and conditions of this Agreement, including the rights to feature your User Content specifically on the Services and to allow other subscribers or users to request access to your User Content, such as for example through an RSS Feed. You agree that you are financially responsible for any claim against us arising from any User Content you create.

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**10.8** We may also remove any User Content for any reason and without notice to you. This includes all materials related to your use of the Services or subscription, including email accounts, postings, profiles or other personalized information you have created while on the Services.

### 11. Contest and Other Promotions

From time to time, we, our advertisers, or other parties may conduct promotions and other activities on, through or in connection with one or more of the Services, including, without limitation, contests and sweepstakes (collectively, “Promotions”). In some case, you may be able to win a prize (“Prize”) as part of a Promotion. We Each Promotion may have Additional Terms and/or Rules or eligibility requirements which shall be posted or otherwise made available to you in connection therewith in accordance with applicable law. It is null and/void, shall be automatically treated as such, even if you actively participate in such contest and promotions, in such jurisdictions where it is considered illegal by applicable law.

### 12. Rewards Programs

From time to time, we may offer rewards programs, through or in connection with one or more of the Services, including, without limitation, referrals and third party promotions (collectively, “Rewards”). You may be awarded cash and/or cash equivalent . Rewards program may have additional Terms and/or Rules or eligibility requirements which shall be posted or otherwise made available to you in connection therewith in accordance with applicable law. It is null and/void, shall be automatically treated as such, even if you actively participate in such programs, in such jurisdictions where it is considered illegal by applicable law.

### 13. Third Party Web Sites, Products and Services

Certain sections of a Service may contain links to, or frame third-party websites, content, products and services. (collectively, “Linked Content”). Some of this Linked Content may contain our logo or other branding of ours. Notwithstanding, your use of any Linked Content does not constitute an endorsement by us, nor does it incur any obligation, responsibility or liability on our part or of our affiliates. We do not verify, control or have any responsibility for the Linked Content, including, without limitation, their content and privacy practices), and encourage you to read the terms and conditions and privacy policy on any Linked Content you use.

### 14. Breach of Terms

Your use of Services is as defined in this Terms and Conditions agreement. Any violation of this Terms and Conditions will constitute a breach, which may result in termination of this agreement, and/or Services used by you, as defined in “Termination of Services”.

### 15. Termination of Services

**15.a.** A violation of Terms of this agreement, will automatically, without any notice and/or communication will constitute a breach of Terms. Home Assiist, on its own discretion, may restrict and/or terminate Services offered to you and/or used by you.

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**15.b.** Home Assiist may also enforce this clause if Home Assiist reasonably believes, that you have or you will or you may have violated one or more Terms. Such understanding and/or conclusion of Home Assiist may be considered a breach of Terms of this agreement, and Section 17.a may be enforced at the discretion of Home Assiist.

**15.c.** You may terminate this Terms any time, with or without notice. Any and/or other agreements you may have with Home Assiist, for specific Services, will continue to exist until you explicitly cancel such agreements subject to Terms and Conditions of such agreements.

### **16. DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY.**

YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE SERVICES AND THE CONTENT, TOOLS, PRIZES AVAILABLE THROUGH THE SERVICES IS ON AN "AS-IS", "AS AVAILABLE" BASIS. WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (A) ANY REPRESENTATIONS OR WARRANTIES OF SERVICE (B) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (C) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF A SERVICE, (D) WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, TIMELINESS OR COMPLETENESS OF DATA MADE AVAILABLE ON THE SERVICES OR OTHERWISE BY US, INCLUDING ANY MATERIAL OR DATABASE DISPLAYED, UPLOADED OR DISTRIBUTED IN THE SERVICES OR AVAILABLE THROUGH THE SERVICES, AND WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY US OR ANY THIRD PARTY. FURTHER, THERE IS NO WARRANTY THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. WE DO NOT GUARANTEE OR WARRANT THAT (A) THE INFORMATION PROVIDED THROUGH THE SERVICES WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION (B) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION (C) THAT DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED. ANY INFORMATION ON THE SERVICES IS SUBJECT TO CHANGE WITHOUT NOTICE, AND WE DISCLAIM ALL RESPONSIBILITY FOR THE SERVICES. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS IN THE SERVICES.

HOME ASSIIST AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, ADVERTISERS, SUPPLIERS, THIRD PARTY SERVICE PROVIDERS, CONTENT PROVIDERS AND LICENSORS ("THE HOME ASSIIST PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS OR USE OF THE SERVICES OR SUCH CONTENT, TOOLS, OR PRIZES, OR IN CONNECTION WITH ANY FAILURE OF HUMAN PERFORMANCE, ERROR, TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST SERVICE, DAMAGES SUFFERED, INCONVENIENCES CAUSED (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE HOME ASSIIST PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND



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IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE HOME ASSIIIST PARTIES' LIABILITY WILL BE LIMITED TO COST OF RESUPPLYING THE SAME SERVICE AGAIN, OR PAYMENT OF RESUPPLYING THE COST OF THE SERVICES OR THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW, DETERMINED BY HOME ASSIIIST AT THEIR DISCRETION OR BASED ON APPLICABLE LAWS.

### 17. Indemnification

You agree to indemnify and hold harmless us, our parent, subsidiaries, and affiliates, and respective successors and assigns, owners, directors, officers, managers, employees, shareholders, agents, representatives, advertisers, operators, suppliers, third party service providers and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising in any way out of or in connection with your use of a Service, your breach or violation of this Agreement or your User Content. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you and all negotiations for its settlement or compromise under this Section. In such event, you shall provide us with such cooperation as is reasonably requested by us.

### 18. DISPUTE RESOLUTION AND GOVERNING LAW

**PLEASE READ THIS SECTION CAREFULLY. THIS SECTION AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO BRING A LAWSUIT IN COURT.**

**18.1 DISPUTE RESOLUTION:** User of Services shall contact Home Assiist to resolve any disputes user may have. Home Assiist has contact email and/or phone number, and/or web forms to reach Home Assiist to resolve issues. User is encouraged and expected to reach out to Home Assiist to resolve their issue and/or dispute. You may have right to complain to relevant authorities about the issue or dispute you may have, however Home Assiist encourages and expects a user with dispute to exhibit their best effort in reaching Home Assiist to resolve the issue and/or dispute before choosing legal route.

**18.2** Except as set forth in this terms and conditions, and/or other additional terms and conditions applicable for specific Services purchased, these terms shall be governed by and construed by laws of India, specifically by laws of Government of Tamilnadu, India when there is a conflict of laws. The Vienna Convention on the International Sale of Goods of 1980 shall not apply.

**18.3 Arbitration:** Either party may pursue legal options and/or arbitration. If either party chose to pursue arbitration, the venue for arbitration will be Chennai, Tamilnadu, India.

**18.4 Confidentiality:** If either party pursues arbitration and/or legal complaints, all correspondence, documents, evidences submitted/exchanged with the arbitrator and/or judgements, compensations, awards and/or any materials written and/or verbal issue by arbitrator and/or exchanged with the arbitrator or parties thereof, shall be kept confidential, and shall not be disclosed to third parties without the written consent from other party. Such third parties shall require confidential information only to the extent of their involvement in the arbitration and subject themselves to the confidentiality provisions similar to the party requesting the consent to disclose.