

OMOIYARI GREENTECH TERMS AND CONDITIONS

The website <https://www.omogreentech.com/> (the "Systems") is owned and operated by OMOIYARI GREENTECH PRIVATE LIMITED ("Company", "we", or "us", or "our"), a company incorporated under the Companies Act, 2013, having its registered office at No.64, Ground Floor, 1st Main, 1st Block Bangalore South 560070 IN (CIN: U62099KA2023PTC172909).

1. Introduction

- Your use (both as unregistered user and registered user) of the Systems is subject to the terms and conditions ("Terms") set forth in this agreement (the "Agreement").
- The purpose of this Agreement is to set out the relationship and responsibilities between the users ("User", "you" or "your") and us, with respect to the provision and use of the Systems.
- Your use of the Systems to which these Terms and Conditions apply is also subject to the general [Omoiyari Greentech Privacy Policy](#).
- By using the Systems and/or by registering with us, you signify that you have carefully read, understood and agree to be bound by the Terms. If you disagree with any of the Terms or any part of the Agreement, you must refrain from using the Systems.
- The Terms may be altered, edited, amended, modified, reviewed, revised or substituted by us at any time with or without prior notice and users are requested to read the Terms before using or accessing the Systems. You hereby agree to all such alterations, modifications or amendments and in case you do not accept them, kindly refrain from using the Systems and our services. Please check this page regularly to ensure you are familiar with the latest version of the Agreement.

2. Access to the Systems

- As a user of the Systems, you are granted a nonexclusive, non-transferable, revocable, limited license to access and use the Systems and its content in accordance with these Terms. We may terminate this license at any time for any reason. You acknowledge our ownership as well as all proprietary rights to portal or system and the related documentation. You, as the licensee, are solely responsible for the proper use hereof.
- Only person who have completed 18 years of age and are legally competent to contract are eligible to use the Systems and avail our services. Any user under the age of 18 years who intends to use the Systems and avail our services should do so through his or her legal guardian in accordance with the applicable laws.
- Any person using the Services on behalf of any corporation, company, institution, association or other entity, person should be duly authorized by such corporation, company, institution, association or other entity to use and access the Systems and avail our services.
- At the time of signing up we will conduct a KYC check and your account would be created as per your KYC details along with the registered mobile number to be provided to us. You hereby expressly agree to provide the requisite KYC details to us. We reserve the right to terminate your account or refrain from providing our services to you, with or without notice, in the event the KYC details are found to be incorrect or authenticity of the said details is found to be doubtful. You hereby undertake to

indemnify us against any and all losses, claims, liabilities costs etc., which arise out of or relating to your failure to identify yourself and validate your account promptly and / or due to incorrect KYC details.

3. User content

- In this Agreement “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to the System, for whatever purpose. The user content may also include your personal information and/or sensitive personal data or information as defined under the Information Technology Act, 2000.
- You grant us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content (other than personal information / sensitive personal information) in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.
- Your user content must not be illegal, offensive (including but not limited to material that is sexually explicit or which promotes racism, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libellous, obscene, pornographic, lascivious, ethnically objectionable, disparaging, menacing, threatens the unity, integrity, security and sovereignty of India or foreign relations with foreign states or contains software viruses or causes annoyance. The user content must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party under any applicable law.
- To the maximum extent permitted by applicable law, we will have no liability related to user content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. Further, we also disclaim all liability with respect to the misuse, loss, modification or unavailability of any user content.
- We reserve the right to edit or remove any materials submitted to the Systems, or stored on our servers, or hosted or published on the Systems.
- For the purposes of this Agreement, you agree that “reasonable security practices and procedures” means the [Omoiyari Privacy Policy](#) and such data security practices adopted by us in protecting your user content and accordingly, the rules of the Government of India notified under section 43A of the Information Technology Act, 2000 are hereby excluded

4. Acceptable use

- You must not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Systems or the content. You must not use any network monitoring or discovery software to determine the architecture, or extract information about usage or users. You must not use any robot, spider, or other automatic or manual device or process to monitor or copy the Systems or the content without our prior written permission.
- You must not use the Systems in any way that causes, or may cause, damage to the Systems or impairment of the availability or accessibility of the System; or in any way which is unlawful, illegal, fraudulent, misleading, deceptive, causes annoyance or is harmful, or in connection with any unlawful, illegal, fraudulent, misleading, deceptive or harmful purpose.

- You must not use the Systems to copy, store, host, transmit, send, use, publish or distribute any material which consists of or is linked to any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- You must not print, download, copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes any portion of the System except to the extent explicitly stated in this Terms.
- You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Systems without our express written consent.
- You must not use the Systems to transmit or send unsolicited commercial communications.
- You agree that you will not engage in any activity that interferes with or disrupts the services (or the servers and networks which are connected to the Systems);
- You will not impersonate another person.

5. Disclaimer

- The User expressly agrees that the use of the System and our services is at the user's sole risk. The Systems and our services are made available to the user without any warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of accuracy, reliability, completeness, timeliness, performance, or safety and we do not accept any liability for any errors or omissions.
- Nothing on the Systems constitutes, or is meant to constitute, advice of any kind. It is created to provide information about the Systems and our services. If you require advice in relation to any matter on the Systems or our services please contact us on contact@omogreentech.com. If you require any product or service outside the purview of the Systems or our services you should consult an appropriate person.
- The Systems could also be linked to third party websites / applications and we assume no responsibility for results obtained from the use of these websites.
- We make no assurances that the System and / or our services are bug free and user friendly or the safety of the use of the System and / or the service. The Company including its affiliates, associates and their respective owners, directors, officers, agents, shareholders and partners shall not be liable in any manner with respect to the loss or damage incurred or suffered by the users on account of virus attacks or bugs or other software or programmes that may be present or embedded while using or accessing the System and / or our service.
- We do not guarantee that the Systems / our services provided will function without interruption or errors. In particular the operation of the Systems may be interrupted due to maintenance, updates, or system failures, virus attacks, bugs or due to any other technical reasons or otherwise. We disclaim all liability for losses or damages caused by any such interruption or errors in functioning and also for any malfunctioning, impossibility of access or poor use conditions of the System due to inappropriate equipment, disturbances related to internet services, down time or otherwise.

6. Intellectual Property Rights

- All content included on the System, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the sole and exclusive property of the Company, its affiliates, associates or its content suppliers

and is protected by India and international copyright, authors' rights and database right laws. The compilation of all content on the System is the sole and exclusive property of the Company, its affiliates, associates or its content suppliers and is protected by laws of India and international copyright and database right laws. All software used on the Systems is the sole and exclusive property of the Company, its affiliates, associates or its software suppliers and is protected by laws of India and international copyright author's rights and database laws.

- The Company hereby grants the user a limited licence to access and make personal use of the Systems, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of the Company. This licence does not include any resale or commercial use of the contents of the System; any collection and use of any product listings, descriptions, or prices; any derivative use of the Systems or its contents; any downloading or copying of deposit information for the benefit of another seller; any republication of materials from the Systems; any use of framing techniques to enclose trademarks; use the System for fraudulent purposes or for any unlawful activity.
- The trademarks, logos and service marks displayed on the System ("Marks") are the sole and exclusive property of the Company or its affiliates, associates or its content suppliers or users or respective third parties. Users are not permitted to use the Marks without the prior consent of the Company, its affiliates, associates or its content suppliers or users or the third party that may own the Marks.
- The users agree that they shall not use or apply for registration of any marks, or domain names which are similar to the marks or domain names used in connection with the System or owned by the Company.
- No user shall use, copy, reproduce, modify, alter, change, amend, transmit, broadcast, edit, revise, review, adapt, translate, distribute, perform, display, sell or otherwise deal with content or the intellectual property rights on the System in any mode medium or manner now known or developed in future without authorization from the Company and on happening of any such event the Company reserves the right to immediately discontinue the System services to such user without prejudice of the Company's right to initiate legal action against such user.
- Users are strictly prohibited from framing or use framing techniques to enclose any content or intellectual property on the System to illegally and unlawfully exploit the content or intellectual property rights owned by the Company or content suppliers or third party as the case is.

7. Limitations of liability

- In no event shall the Company including affiliates, associates and their respective owners, directors, officers, agents, shareholders and partners, be liable for any loss or damage whatsoever including without limitation direct, indirect, punitive, incidental and consequential damages, lost profits, or damages resulting from the use or inability to use the System and/or our services whether based on warranty, contract, tort or in any other means or action.
- Without prejudice, it is agreed by the user that the Company's (including affiliates, associates and their respective owners, directors, officers, agents, shareholders and partners) shall not be held cumulatively liable for any damages or claims in excess of

INR 500/- (Rupees Five Hundred) or the last payment made by the user; whichever is higher, subject to applicable law.

- By using the Systems or by availing our services, you agree that the exclusions and limitations of liability set out in these Terms are reasonable. If you do not think they are reasonable, you must refrain from using the Systems or availing our services.

8. Indemnity

- You hereby agree and undertake to indemnify and keep indemnified the Company including its affiliates, associates and their respective owners, directors, officers, agents, shareholders and partners from and against any and all actions, proceedings, claims, losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by the Company to a third party in settlement of a claim or dispute) incurred or suffered by the Company arising out of any breach by you of this Agreement or violation of any applicable law, or arising out of any claim occurred as a result of any breach by you of any provisions of these Terms, or infringement of any third party rights by you. This clause survives the termination of these Terms.

9. Breach of the Agreement

- Without prejudice to our other rights under this Agreement, if you breach any provision of this Agreement, we shall be entitled to take such action as we deem appropriate, including terminating your access to the Systems and / or our services, prohibiting you from accessing the System and / or services, blocking computers using your IP address from accessing the System or, contacting your internet service provider to request that they block your access to the System and / or services and / or pursuing a legal action against you.

10. Assignment

- The Company may transfer, assign, sub-contract or otherwise deal with its rights and/or obligations under this Agreement without notifying you or obtaining your consent.
- You may not transfer, assign, sub-contract or otherwise deal with your rights and/or obligations under these Terms.

11. Severability

- The invalidity of any provision of this Agreement shall not affect the validity of any other provision of these Terms.

12. Entire agreement

- These Terms constitutes the entire agreement between you and in relation to your use of the Systems and / or our services, and supersedes all previous agreements in respect of your use of the Systems and / or services.

13. Relationship between parties

- Your relationship with the Company is on a principal to principal basis and by accepting this Agreement you agree that the Company is merely service provider and does not have any control or liability over the transactions performed by you using the Systems.

14. Law, Arbitration and jurisdiction

- These Terms will be governed and construed in accordance with the laws of India. Any disputes arising therefrom will be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. Subject to the aforesaid arbitration, the jurisdictional courts of Bangalore shall have exclusive jurisdiction to resolve the matter arising out of this Agreement.

15. Contact details

- In case of any queries with respect to these Terms or any other query with respect to the System and / or our Services, you can contact us at contact@omogreentech.com.

16. Refund Policy

- All sales on the www.omogreentech.com are final with no refund or exchange permitted. You are responsible for the organiser details for which you made a purchase and all charges that result from those purchases. You are also responsible for the information relating to data.
- Refunds will be provided in case (a) the User has been charged more than once for the same transaction; (b) the User has been charged after cancelling the transaction.
- The User will be required to raise a complaint by sending an e mail to contact@omogreentech.com. Please include in the e-mail the following details – organiser name, mobile number, transaction value, transaction date and order number.
- We will examine the issue and may approve the refunds. All refunds will be paid out directly to your bank account within 3-21 business days of resolution of the complaint. No refund will be provided in cash, at any point of time and no interest will be paid on the refunded amount. The decision of the Company to provide refund would be final and you hereby agree to abide by the same.

THE TERMS ARE PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3(1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011. THESE TERMS ARE AN 'ELECTRONIC RECORD' AS CONTEMPLATED UNDER SECTION 2(T) OF THE INFORMATION TECHNOLOGY ACT, 2000 AND THE RULES THEREUNDER. THESE TERMS BEING AN ELECTRONIC RECORD ARE GENERATED BY A COMPUTER SYSTEM AND DO NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

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