

TERMS AND CONDITIONS FOR SERVICE PROVIDERS:

OckTer - Home Maintenance Services welcomes you. You may use our services through our website ("www.ockter.com") or our mobile application ("ockter App"). Our Website and App have been created to provide information about our company and services to the visitors and user of services, whether accessible to you via web, mobile App or other platform (our services, together with the Site, are the "Services")

For the purpose of these Terms of Use, the term 'OckTer' or 'Us' or 'We' refers to Ockter Services Pvt Ltd. The term 'You' refers to Service Providers of our Website and/or OckTer App.

When You use any of the Services provided by Us, including but not limited to, The Services provided by you, you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of these Terms of Use. As long as you comply with these Terms of Use, We grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use our platforms. In the event of a conflict or inconsistency between any provision of the terms and conditions mentioned herein with those of the particular service, the provisions of the terms and conditions applicable to such specific Services shall prevail.

ACCEPTANCE OF TERMS:

- These Terms of Use set forth legally binding terms for your use of our Platforms. By using, visit, accessing our platforms, you agree to be bound by this Terms of Use, whether you are a "Visitor" (which means that you simply browse our Platforms) or you are a "service provider" (which means that you have registered with OckTer as a service provider). If you do not accept the Terms of Use, you should leave the Website and/or OckTer App and discontinue use of the Service immediately.
- We may modify these Terms from time to time, and such modification shall be effective upon its posting on our platforms. You agree to be bound by any modification to this Agreement when you use our Website and OckTer App after any such modification is posted; it is therefore important that you review the Terms of Use regularly

1. PROFILES AND OFFERS MUST NOT BE FRAUDULENT

Subject to any exceptions set forth in these Terms of Use or Additional Policies, if any, Service Professionals shall not: (a) list Services or offers relating to any Service in a category that is inappropriate to the Service they are offering; (b) misrepresent the location at which they will provide a Service; (c) include brand names or other inappropriate keywords in their Profile, Offer, Want, Feedback, or any other title or description relating to a Service; (d) use misleading titles that do not accurately describe the Service; or (e) include any information in their Profile that is fraudulent.

2. PROFILES AND OFFERS CANNOT USE TECHNIQUES TO AVOID OR CIRCUMVENT OCKTER FEES

Subject to any exceptions set forth in these Terms of Use or Additional Policies, if any, Service Professionals shall not: (a) offer a catalog or a link to a third-party website from which Service Users or any Registered User or user of the Website may obtain the Service directly; (b) exceed multiple Posting limits; (c) post a single Service but offer additional identical services in the Service description; (d) charge fees for traveling further than desired to provide the Service; (e) offer the opportunity through UrbanClap to purchase the Service or any other service outside of UrbanClap; (f) use their Profile page or user name to promote services not offered on or through the Website and/or prohibited services.

3. PROFILES AND OFFERS MUST PROMOTE A FAIR PLAYING FIELD AND PROVIDE A SAFE, SIMPLE, AND POSITIVE EXPERIENCE FOR ALL WEBSITE USERS

Subject to any exceptions set forth in these Terms of Use or Additional Policies, if any, Service Professionals shall not: (a) solicit Service Users to mail cash or use other payment methods not specifically permitted by OckTer as approved payment methods; (b) include links that do not conform to OckTer's policies with respect to third-party links; (c) use certain types of HTML and JavaScript in Postings, your Profile page, your Offer page, or your Wants page; (d) promote raffles, prizes, bonuses, games of chance, giveaways, or random drawings; (e) use profanity in any Posting; (f) acknowledge or credit a third-party service professional for services or products directly connected with your particular Posting (1) with more than 10 words of text at HTML font size greater than 3 and/or a logo of 88X33 pixels (provided that you represent and warrant that you have the necessary rights, licenses, permissions and/or authorizations from the applicable third party to use that third party's name and/or logo), (2) with any promotional material in connection with that third-party company, and/or (3) with a link to the third-party's website with any information in addition to the Service provided via UrbanClap; (g) include third-party endorsements in a Posting; or (h) create a Posting that does not offer a Service.

4. CONSENT FOR REACHING OUT VIA PHONE CALL, SMS, EMAIL OR ANY OTHER FORM OF ELECTRONIC COMMUNICATION

It is further clarified that your registration on the Website shall be deemed to be your consent to be contacted for the purposes mentioned above, (i) on the mobile number shared by you even if you are registered with the National Customer Preference Register (NCPR) and have opted out of receiving promotional calls and messages and (ii) by way of SMS or email notifications or messages in any other electronic form

5. SANCTIONS FOR VIOLATING ANY OF THE RULES FOR SERVICE PROFESSIONALS

If a Service Professional violates any of the above-referenced rules in connection with his or her Posting, OckTer, in its sole discretion, may take any of the following actions: (a) cancel the Posting; (b) limit the Service Professional's Account privileges; (c) suspend the Service Professional's Account; (d) cause the Service Professional to forfeit any fees earned on a cancelled Posting; and/or (e) decrease the Service Professional's status earned via the Feedback page.

In case we realize that any professional is involved in any of the above activities, OckTer holds the sole discretion to blacklist the professional and withhold any outstanding credits or payments to the professional.

GENERAL REGISTRATION REQUIREMENTS:

- In consideration of your use of our platforms, you represent that you are of legal age (18 years and above) to form a binding contract and are not a person barred from rendering services under any law in force in India or other applicable jurisdiction. You also agree to:
 - provide true, accurate, current and complete information about yourself while registering on our Website and OckTer App to render the Service / Services.
 - maintain and promptly update your Registration Data to keep it true, accurate, current and complete.
- If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We reserve the right to suspend or terminate your account and refuse any and all current or future use of our Website and OckTer App (or any portion thereof) at any time. OckTer will not be liable for any act or omission arising from the inaccurate information provided by You to Us.
- You may access our Website and OckTer App as available:
 - for your information and personal use;
 - as intended through the normal functionality of OckTer.
- You will be required to enter a valid phone number while registering on our Website and OckTer App as a service provider. By registering your phone number with us, you consent to be contacted by us via phone calls and/or SMS notifications, in case of any subscription/service updates. If we do so, you will be provided the option to "opt-out" of receiving future communications. In addition, if at any time you wish not to receive any future communications or you wish to have your name deleted from our mailing lists, please contact us as indicated below. If you are registered with the DND National registry you may not receive any promotional messages from us.

SUBSCRIBER ACCOUNT PASSWORD AND SECURITY:

- If you register on OckTer, you will be responsible for maintaining the confidentiality of account information, and are fully responsible for all activities that occur under your account. You agree to:
 - immediately notify OckTer of any unauthorized use of your account or any other breach of security, and
 - ensure that you log out from your account at the end of each session;
 - never use any other service provider's account without prior authorization from OckTer
- OckTer will not be liable for any loss or damage arising from your failure to comply with this Agreement.

USER INFORMATION:

- OckTer's business model provides You with Customers for you service by using your location Information. To facilitate this, You hereby authorise OckTer to use the location based information provided by any of the telecommunication companies when You use the mobile phone to make a booking. The location based information will be used only to facilitate and improve services for You.
- If You use the Website or the App, You agree that information about Your use of the OckTer Website and Ockter App through Your mobile telecommunication device may be communicated to us, and we may obtain information about Your mobile carrier, Your mobile device, or Your physical location. By accessing the OckTer app or Website using a mobile telecommunication device, You represent that to the extent You import any of Your OckTer data to Your mobile telecommunication device that You have authority to share the transferred data with Your mobile carrier or other access provider. In the event You change or deactivate Your mobile account, You must promptly update Your OckTer account information to ensure that Your messages are not sent to the person that acquires Your old number and failure to do so is Your responsibility. You acknowledge that You are responsible for all charges and necessary permissions related to accessing the OckTer App through Your mobile access provider. Therefore, You should check with Your provider to find out if our Website and OckTer App are available and the terms for these services for Your specific mobile devices.
- OckTer reserves the right to collect user data including name, contact information and other details to facilitate the Services or use of its OckTer App to get customers.
- Compilation of user accounts and user accounts bearing contact number and e-mail addresses are owned by OckTer.
- In the case where the system is unable to establish unique identity of the user against a valid mobile number or e-mail address, the account shall be

indefinitely suspended. OckTer reserves the full discretion to suspend a service provider's account in the above event and does not have the liability to share any account information whatsoever.

- We may record your telephone calls to our call centres or to Us.

TERMINATION AND SUSPENSION

- You agree that OckTer can any time terminate your access to the OckTer App or Website or restrict or suspend your access to all or any part of the Website or the App at any time, for any or no reason, with or without prior notice, and without liability.
- OckTer shall be entitled at any time without giving any reason to terminate the booking of services done for You.

PRESERVATION AND DISCLOSURE

- You acknowledge, consent and agree that OckTer may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:
 - comply with legal process nationally or internationally;
 - enforce these Terms of Use;
 - respond to claims that any Content violates the rights of third parties;
 - respond to your requests for vendor service;
 - protect the rights, property or personal safety of OckTer, its subscribers and the public; or
 - pursuant to the terms of the Privacy Policy.

SECURITY COMPONENTS:

You understand that our Website and App and software embodied within the Website and OckTer App may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by OckTer and/or content providers who provide content to OckTer. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded in our platforms.

OckTER AND THIRD PARTIES:

You may be able to access links to third party sites from the OckTer App or Website. Third parties could be advertisers, affiliate partners, strategic partners, or others. OckTer expressly disclaims all responsibilities for such third party links. We do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their websites. OckTer does not assume any responsibility or liability for the actions, product, and content of any such Third Party websites. Before you use any Third Party websites, you should review the applicable terms of use and policies for such Websites. If you decide to access any such linked Website, you do so at your own risk.

COMPLIANCE APPLICABLE BY LAW

- You agree that You shall not use the OckTer App and Website in order to host, display, upload, modify, publish, transmit, update, distribute, share, store or destroy material, including without limitation OckTer Content:
 - in violation of any applicable law or regulation,
 - in a manner that will infringe the copyright, trademark, trade secret or other intellectual property or proprietary rights of others or violate the privacy, publicity or other personal rights of others,
 - that belongs to another person and to which the user does not have any right to,
 - that is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, threatening, abusive or hateful or racially, ethnically objectionable, disparaging, relating encouraging money laundering or gambling or otherwise unlawful in any manner whatsoever,
 - harm minors in any way,
 - deceives or misleads the addressee about the origin of such message or communicates any information which is grossly offensive or menacing in nature,
 - impersonate another person or entity,
 - contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of Housejoy's computer systems or site or Housejoy's users, customer's computer systems or site,
 - threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states or of public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or insulting any other nation.

USAGE OF SERVICE:

- If the service rendered by you necessitates your entry into customers your premises, You must ensure proper etiquettes to be followed. You shall not provide any services in the absence of supervisors appointed at the service address.
- If customers have any questions or complaints regarding the services rendered, you must revert back within the time specified for the category of services rendered. Depending on the category of service availed.
- All invoices and payments due to OckTer must be cleared immediately upon completion of the task or on the submission of the invoice, whichever is earlier.

INTELLECTUAL PROPERTY RIGHTS:

- The OckTer App and the Website are owned by OckTer. OckTer is the sole owner of the App, Website and all software created to provide You with customers for your Services. OckTer provides You with a single limited license to download, use and access the App/Website on Your mobile telephone devices for the limited purpose of using the Services. The license is specifically personal, non-transferable, and non-exclusive. All content on the App or the Website, which is including, but not limited to, designs, text, graphics, images, video, information, logos, button icons, software, audio files and any other content (“Content”) are the exclusive and sole property of Housejoy. You may not copy, reproduce or use such Content without due attribution of ownership to Housejoy. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.
- All Content is the exclusive copyright of OckTer and its licensors, except the Third Party Content and link to third party website. Systematic retrieval of OckTer Content to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from OckTer is prohibited. In addition, use of the Content for any purpose not expressly permitted by OckTer in this Agreement is prohibited and may invite legal action.

INDEMNITY:

You agree to defend, indemnify and hold harmless OckTer, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents,

from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees and costs) arising from:

- your use of and access to our Platforms;
- your violation of any term of this Agreement;
- your violation of any third party right, including without limitation any copyright, property, or privacy right.

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- These Terms of Use and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by OckTer without restriction.
- We view protection of your privacy as a very important principle. We understand clearly that you and your personal information is one of our most important assets.
- These Terms of Use together with any other legal notices published by OckTer on its Platforms, shall constitute the entire agreement between you and OckTer concerning its Website and OckTer App and governs your use of our Website and OckTer App and Service, superseding any prior agreements between you and OckTer with respect to our Website and OckTer App and Service.
- The failure of OckTer to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.
- These Terms of Use shall be governed by the laws of India, without respect to its conflict of laws principles. Any claim or dispute between you and OckTer that arises in whole or in part from our Website and OckTer App shall be decided exclusively by a court of competent jurisdiction located in Mumbai.

WITH WHOM YOUR PERSONAL INFORMATION IS SHARED:

When you order render services through us, we must provide certain of your Personal Information to the customer to enable the successful fulfilment of your service. However, we do not sell or rent individual customer names or other Personal Information to third parties except sharing of such information with our alliance partners or vendors.

We use non - personally identifiable information in aggregate form to build higher quality, more useful online services by performing statistical analysis of the collective characteristics and behaviour of our customers and visitors, and by measuring demographics and interests regarding specific areas of the website, mobile site and mobile app. We may provide anonymous statistical information based on this data to suppliers, advertisers, affiliates and other current and potential Business partners. We may also use such aggregate data to inform these third parties as to the number of people who have seen and clicked on links to their websites.

WHAT SAFEGUARD DOW WE HAVE IN PLACE TO PROTECT YOUR PERSONAL INFORMATION.

All payments on the website, mobile site and mobile app are secured. This means all Personal Information you provide is transmitted using SSL (Secure Socket Layer) encryption. SSL is a proven coding system that lets your browser automatically encrypt, or scramble, data before you send it to us.

FORCE MAJEURE

Without limiting the foregoing, under no circumstances shall OckTer be held liable for any damage or loss due to deficiency in performance of the OckTer Service resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures.

COMPLAINTS:

If You have any complaint to report, please write to us at support@ockter.com or dial +91 7045075805