

# TERMS AND CONDITIONS

## 1. Introduction

- 1.1 Webnyay Private Limited (“us”, “we”, or “Webnyay” “Webnyay”, which also includes its affiliates, subsidiaries, employees, agents or directors) runs [www.Webnyay.in](http://www.Webnyay.in) (“Website”) on the world wide web as well as the software and applications provided by Webnyay, including but not limited to the mobile application ‘Webnyay’, and the software and applications of the brand names ‘Webnyay’ (together with the Website, referred to as the “Services”).
- 1.2 The privacy policy is available at [www.webnyay.in](http://www.webnyay.in) (“Privacy Policy”) and we recommend that you review it before you access the Website and/or other websites operated by Webnyay (referred to as “Secondary Websites”), or avail any of the Services.
- 1.3 These Terms and the Privacy Policy together constitute a legal agreement (“Agreement”) between you and Webnyay in connection with your visit to the Website and Secondary Websites and your use of the Services (as defined below).
- 1.4 This Agreement applies to the visitors of Website or Secondary Websites, (collectively referred to as “you” or “User(s)” in these Terms And Conditions).
- 1.5 The Services may change from time to time, at the sole discretion of Webnyay, and the Agreement will apply to you availing the Services, as well as to any information provided by Webnyay.
- 1.6 This Agreement defines the terms and conditions under which you are allowed to avail the Services and describes the manner in which we shall treat your account while you are registered as a member with us. If you have any questions about any part of the Agreement, feel free to contact us at [jindalvishwam@gmail.com](mailto:jindalvishwam@gmail.com).
- 1.7 This Agreement supersedes all oral and written terms, conditions, policies, or communications (if any) between Webnyay and you relating to the Services. By availing any Service, you signify your acceptance of the terms of this Agreement.
- 1.8 We reserve the right to modify or terminate any portion of these Terms and Conditions for any reason and at any time, and such modifications shall be informed to you. You should ensure that you review the Agreement from time to time and at regular intervals. Your use of the Website or Secondary Websites following any modifications constitutes your agreement to follow and be bound by the Agreement so modified.
- 1.9 You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us. If you do not agree with any part of the Agreement, please do not use the Website, the Secondary Websites or any Services.
- 1.10 Your access to use of the Website, the Secondary Websites and the Services will be solely at the discretion of Webnyay.
- 1.11 The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to:
  - 1.11.1 the Information Technology Act, 2000 (“IT Act”), and
  - 1.11.2 the rules, regulations, guidelines and clarifications issued under the IT Act, including the Information Technology (Reasonable Security Practices and

Procedures and Sensitive Personal Information) Rules, 2011 (the “**SPI Rules**”), and the Information Technology (Intermediaries Guidelines) Rules, 2011 (the “**IG Rules**”).

**YOU HEREBY IRREVOCABLY ACCEPT ALL THE CONDITIONS STIPULATED IN THE AGREEMENT, THESE TERMS AND CONDITIONS AND THE PRIVACY POLICY.**

## **2. Your Capacity**

- 2.1 You must be 18 years of age or older to register, use the Services, or visit or use the Website or Secondary Websites for availing any services of facilities in any manner.
- 2.2 By registering, visiting and availing the Services, you represent, warrant and assure Webnyay that:
  - 2.2.1 you are 18 years of age or older;
  - 2.2.2 you have the right, authority and capacity to avail the Services available through the Website, the Secondary Websites or any applications developed and/or used by Webnyay;
  - 2.2.3 you understand the Agreement (including the Terms and Conditions and the Privacy Policy); and
  - 2.2.4 you unconditionally enter into this Agreement with Webnyay and it is legally binding on you.

## **3. Terms of Use**

- 3.1 The Webnyay relevance algorithms, content, and software for providing any Service (whether provided through the Website, Secondary Website or in any other manner) is fully covered and protected by intellectual property and laws of India (and globally).
- 3.2 The Services provided by Webnyay are provided without any warranties, representations, promises or conditions (both express and implied).
- 3.3 Webnyay does not provide or make any representation, warranty or guarantee (express or implied) about any information on its Website or the Secondary Websites. Webnyay does not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, Webnyay disclaims all liability arising out of the User’s use or reliance upon the Website, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Website, or any opinion or suggestion given or expressed by Webnyay or any User in relation to any User or services provided by such User.
- 3.4 The Website or Secondary Websites may be linked to the website of third parties, affiliates and business partners. Webnyay has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website. Inclusion of any link on the Website does not in any way imply that Webnyay endorses the third party site.
- 3.5 Webnyay assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User’s equipment on account of User’s access to, use of, or browsing the Website and Secondary Websites or the downloading of any material, data, text, images, video content, or audio content. If a User is dissatisfied with the Website or Secondary

Websites, the User's sole remedy is to discontinue using the Website and Secondary Websites and delete the cache.

- 3.6 If Webnyay determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, Webnyay reserves the right to immediately suspend your access to the Website and Secondary Websites or any of your accounts with Webnyay. You shall be liable to indemnify Webnyay for any losses incurred as a result of your misrepresentations or fraudulent behaviour that has adversely affected Webnyay or its Users.

#### **4. Professional - Client Relationship**

- 4.1 The use of Services by the User does not create any professional, ethical or legal relationship between Webnyay and the User either, unless presumed or required by law.
- 4.2 Any Information obtained from Webnyay, is for informational purposes only. Webnyay makes no guarantees, representations or warranties or promises (expressed or implied) with any User.

#### **5. Intellectual Property**

- 5.1 The content and data listed on the Website or Secondary Websites are from User generated content and belong to Webnyay. The data shall be protected by all international and national intellectual property laws as applicable from time to time.
- 5.2 The Users have reasonable and non-exclusive access to the data belong to Webnyay for availing the Services.

#### **6. Severability**

- 6.1 If any provision of the Agreement is held by a court or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court or arbitral tribunal.

#### **7. Waiver**

- 7.1 No provision of this Agreement shall be deemed to be waived, unless such waiver or consent shall be in writing and signed by Webnyay.

#### **8. Applicable Law**

- 8.1 The Agreement and any contractual or non-contractual obligations between Webnyay and the User shall be governed by the laws of India as applicable in the territory of Chandigarh.

#### **9. Dispute Resolution**

- 9.1 Any dispute, difference or claim arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, whether contractual or non-contractual, ("**Dispute**") shall be referred to and finally resolved by arbitration under the UNCITRAL Arbitration Rules, which rules are deemed to be incorporated by reference into this clause.

- 9.2 The number of arbitrators shall be one which shall be jointly appointed by the parties. If the parties fail to appoint the arbitrator within 15 calendar days, then the Council of the Mumbai Centre for International Arbitration (MCIA) shall nominate an arbitrator.
- 9.3 The seat, or legal place, of arbitration shall be Chandigarh.
- 9.4 The language to be used in the arbitral proceedings shall be English.
- 9.5 This arbitration clause shall be governed by, and construed in accordance with the laws of India.
- 9.6 Any award made by the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction.