

# Terms of Use

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**EZPG Network Solutions**, #1B/2, Munivenkatappa layout Bilekahalli Bangalore 560 076 (hereinafter referred to as “**EZPG**”) is concerned about the usage by its Users (hereinafter referred to as “**USER**”), of its Website/ App located at [www.EZPG.in](http://www.EZPG.in) and mobile App., has provided this Terms of Use statement (hereinafter referred to as “**TUS**”) to familiarize the User with it. ‘User’ includes both Hosts as well as Guests.

## 1. Acceptance of Terms

The services that EZPG provides to User are subject to the following TUS. EZPG reserves the right to update the TUS at any time without notice to User.

1.1. This Agreement, which incorporates by reference other provisions applicable to use of Website/ App, including, but not limited to, terms and conditions set forth hereof governing the use of certain specific material contained in Website/ App, sets forth the terms and conditions that apply to use of the Website/ App by User. By using EZPG’s Website/ App and Services it offers including download areas, communication forums and services (Collectively “Services”), User agrees to comply with all of the terms and conditions hereof. The right to use the Website/ App is personal to User and is not transferable to any other person or entity. User is responsible for all use of User’s Account (under any screen name or password) and for ensuring that all use of User’s Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User’s password(s), if any.

1.2. EZPG shall have the right at any time to change or discontinue any aspect or feature of the Website/ App, including, but not limited to, content, hours of availability, and equipment needed for access or use.

## 2. Changed Terms

EZPG shall have the right at any time to change or modify the terms and conditions applicable to User’s use of the Website/ App, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on Website/ App, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of Website/ App by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

## 3. Description of Services

3.1 As an online **Marketplace for PGs & Co-living spaces**, EZPG hosts verified properties and enables services like discovery, booking, visit management, rent/payment collection, associated value-added services etc. Respective vendors/partners are ultimately responsible for the services they provide thro’ the EZPG Platform and EZPG is not responsible for deficiency in services provided by partners/vendors. However, EZPG shall facilitate and put its best efforts to resolve issues as much as possible whenever it is brought to EZPG’s notice.

3.2 Through its Website/ App, EZPG provides User with access to variety of resources and services as described in Clause 3.1. The services, including any updates, enhancements, new features, and/or the addition of any new Website/ App are subject to the TUS.

3.3 The Website/ App are an online marketplace where users (referring to Customers/guests who need accommodation and property owners/hosts who sell accommodation services) may meet and interact with each other for their transactions. Hosts (also user) shall list their Properties on the Website/ App and user (also Guest) reserves the Accommodation at the prices specified by the Host (also user) on the Website/ App. EZPG reiterates that EZPG and users are separate and independent entities and EZPG does not work as representative or agent of the Host. By making

a reservation/booking at the listed Properties the user enters into commercial/ contractual terms as offered by and agreed to between Host and the Guest only.

EZPG shall not be responsible and shall not be required to mediate or resolve any dispute or disagreement between Guest and Host. In no event, shall EZPG be made a party to dispute between Guest(s) and Host(s) (among Users).

#### **4. User Conduct**

4.1. User shall use Website/ App for lawful purposes only. User shall not post or transmit through Website/ App any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law. Any conduct by User that in EZPG's discretion restricts or inhibits any other User from using or enjoying the Website/ App will not be permitted.

4.2 User shall not use Website/ App to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of Users to become subscribers of other on-line information services competitive with EZPG.

4.3. Website/ App contains copyrighted material, trademarks and other proprietary information, including, but not limited to text, software, photos, videos, graphics, music and sound, and the entire contents of the Website/ App are copyrighted as a collective work under the Trademark and Copyright laws of India. EZPG owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part.

4.4. User shall not upload, post or otherwise make available on Website/ App any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with User. User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission.

4.5 The user hereby represents and warrant that he/she is at least eighteen (18) years of age or above and is capable of entering, performing and adhering to these usage terms and agrees to be bound by these usage terms. While individuals under the age of 18 may utilize/browse the Website/ App/ App, they shall do so only with the involvement, guidance and supervision of their parents and / or legal guardians, under such Parent /Legal guardian's registered account.

#### **5. Use of Services**

5.1 User shall use the services offered by EZPG as per clause 3 for the lawful purposes only .User shall use the resources and properties of EZPG and its associates , customers ,vendors ,partners and other fellow users in accordance with EZPG's terms and policies and shall not cause any inconvenience or nuisance to fellow users and shall not cause damage to properties and resources .In the event of user violating EZPG's policies and terms ,EZPG has authority to take appropriate action which includes termination of services.

5.2 In accordance with the clause 3, User shall carefully read and be mindful of the policies of the vendors/partners like Property **Tenant policy**, user policy, terms etc and follow the same. In the absence of non-adherence to foresaid policies and any violation may lead to termination of services by respective vendors/partners.

5.3 The Services may contain email services, chat areas, forums, personal profile pages, photos, and/or other message or communication facilities designed to enable User to communicate with

others (each a “Communication Service” and collectively “Communication Services”). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not use the communication services for surveys, junk emails, etc.; Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others; Commit an act including, but not limited to publishing, posting, uploading inappropriate, profane, obscene photos, videos or any other material or information that is unlawful under the laws of India; Use any material or information that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party; upload files that contain viruses; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages; Download any file posted by another user of a Communication Service that User knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed.

EZPG reserves the right to review materials posted to the communication Services and to remove any material in its sole discretion. EZPG reserves the right to terminate User’s access to any or all of the Communication Services at any time, without notice, for any reason whatsoever. EZPG reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in EZPG’s sole discretion.

Users are advised to use caution when giving out any personally identifiable information in any Communication Services. EZPG does not control or endorse the content, messages or information found in any Communication Services, and therefore, EZPG specifically disclaims any liability with regard to the Communication Services and any actions resulting from User’s participation in any Communication Services. Managers and hosts are not authorized EZPG spokespersons, and their views do not necessarily reflect those of EZPG.

## **6.Member Account, Password and Security**

If any of the Services requires User to open an account, User must complete the registration process by providing EZPG with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User’s password and User’s account. Furthermore, User is entirely responsible for any and all activities that occur under User’s account. User agrees to notify EZPG immediately of any unauthorized use of User’s account or any other breach of security. EZPG will not be liable for any loss that User may incur as a result of someone else using User’s password or account, either with or without User’s knowledge. However, User could be held liable for losses incurred by EZPG or another party due to someone else using User’s account or password. User may not use anyone else’s account at any time, without the written permission of the account holder.

The process of listing your property (by Host) and the process of booking accommodation services (by Guest) from this Website/ App may require you (Host/Guest) to disclose confidential information including such as credit card number, net banking etc. To prevent any possibility of unauthorized access to your confidential information such as name, address etc. you (Guest) shall not use/access this site from unsecure computers, unsecure communication links, unsecure mobile phones or unsecure locations.

## **7.Disclaimer regarding Software, Documents and Services available on this Website/ App**

In no event shall EZPG and/or its respective suppliers shall be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use of s/w ,performance of software, documents, provision of or failure to provide services, or information available from the services.

## **8.Details provided to EZPG or Posted at any of its Website/ Apps**

EZPG does not claim ownership of the materials User provides to EZPG (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community (each a "Submission" and collectively 'Submissions'). However, by posting, uploading, inputting, providing or submitting ("Posting") User's Submission, User is granting EZPG and its affiliated companies permission to use User's Submission in connection with the operation of their Internet businesses including, without limitation, the licenses rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat User's Submission; to publish User's name in connection with User's Submission; and the right to sublicense such rights to any supplier of the services.

## **9.Disclaimer of Warranty & Limitation of Liability**

9.1 User expressly agrees that use of the Website/ App is at User's sole risk. Neither EZPG, its affiliates nor any of their respective employees, agents, third party content providers or licensors warrant that the Website/ App will be uninterrupted or error free; Nor do they make any warranty as to the results that may be obtained from the use of the Website/ App, or, as to the accuracy, reliability or content of any information, service, or merchandise provided through the Website/ App.

9.2 Website/ App is provided on an "As is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

9.3 This disclaimer of liability applies to any damages or injury caused by any failure, performance error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration of or use of record, whether for breach of contract, tortious behaviour, negligence, or under any other cause of action. User specifically acknowledges that EZPG is not liable for the defamatory, offensive or illegal conduct of other users or third parties and that the risk of injury from the foregoing rests entirely with the User.

9.4 In addition to the terms set forth above, neither

Neither EZPG, nor its affiliates, information providers or content partners shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in the information contained within the Website/ App, or for any other claims or losses arising therefrom or occasioned thereby.

## **10.Unsolicited Idea Submission Policy**

EZPG or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. Please do not send any original creative artwork, samples, demos or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes when EZPG's products or marketing strategies might seem similar to ideas submitted to EZPG. If such unsolicited ideas are sent, despite our request that you should not send us your ideas, please understand that EZPG makes no assurances that your ideas and materials will be treated as confidential or proprietary.

## **11.Monitoring**

EZPG shall have the right but not the obligation, to monitor the content of the Website/ App, including chat rooms and forums, to determine compliance with this agreement and any operating rules established by EZPG and to satisfy any law, regulation or authorised government request. EZPG shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on Website/ App. Without limiting the foregoing, EZPG shall have the right to remove any material that EZPG in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

## **12. Indemnification**

User agrees to defend, indemnify and hold harmless EZPG, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorney's fees, arising out of the use of EZPG by user or User's Account.

## **13. Termination**

Either EZPG or the User may terminate this Agreement at any time. EZPG shall have the right to immediately terminate the User's Account and its services to user in the event of any conduct by User which EZPG, in its sole discretion, considers to be unacceptable, or in the event of any breach by the User of this Agreement.

## **14. Intellectual Property**

All copyrights and trademarks held by EZPG with respect to its logos and content posted on the Website/ App by EZPG etc are the intellectual properties of EZPG Network Solutions Private Limited and all rights are reserved on the same.

## **15. Miscellaneous**

This Agreement and any operating rules for EZPG established by EZPG constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of India. User agrees that all claims, differences and disputes arising under or in connection with or in relation hereto the website/ App, the usage terms or any transactions entered into on or through the website/ App or the relationship between User and EZPG shall be subject to the exclusive jurisdiction of the courts at Bengaluru, India and user hereby accede to and accept the jurisdiction of such courts.