

Terms Of Use For Information Dissemination

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CHANGES: We may periodically change the Terms and the Site without notice, and you are responsible for checking these Terms periodically for revisions. All amended Terms become effective upon our posting to the Site, and any use of the site after such revisions have been posted signifies your consent to the changes.

Definitions

- a) A "user" is someone who accesses, browses, crawls or in any way uses the Site. The terms "you" and "Your" refer to you as user of the Site. The terms "we", "us", "our" and "My City" refers to Epoch Innovations
- b) "Content" means text, images, photos, audio, video, and all other forms of data or communication. "Your Content" means content that you submit or transmit to or through the Site, such as ratings, reviews, compliments, invitations and information that you displays part of your profile. "User Content" means contents that user submit or transmitted or through the site. "My City content" means contents which we create and make available on the site. "Third Party content" means content that is made available on the site by other parties other than "My City" or its users. "Site Content" means all of the content that is made available on the site, including your content, user content, third party content and My City contents.
- c) "Seller(s)" shall mean the entities including manufacturer of the products which sells the products to the User directly through the www.mycity24x7.com
- d) "Service(s)" shall mean all services that My City provides to its subscribers through this Website including but not limited to any other value added services.

Registration and Subscriptions

In order to avail the Services through the Website/ telephone/ mobile search, you are required to register on our Website, which may involve without limitation, setting up of a profile, providing your username and password, your name and other personally identifiable information. You will be solely responsible to ensure confidentiality of your username or passwords or account with the Website. By registering you hereby grant consent for contacting you via telephone or email based on the information furnished by you either by us, or our Affiliates or third parties nominated in this regard for providing better services or for promotional activities related to the Services. You agree that the basic customer information, personally identifiable information, provided by you are true, complete and accurate, and agree not to submit any particulars which are false or any information you do not have any right or authority to provide. You are solely responsible for maintaining the confidentiality and security of all activities that occur on or through your access of the Website. We do not collect any information from minors. In order to use and or register with the Website you must be 18 (Eighteen) years of age or older. As a user of this Website, you are also allowed to access and view the contents of the Website, without registration. However in order to serve you better, we have provided an option to register interest in the Products and or Services, by submitting your first name, last name and telephone number and email id.

For the Services which are on chargeable basis My City may offer you multiple payment options online for availing the Services. However My City reserves its right to add or delete any mode of payment without any prior notice. The Service(s) are offered and made available only to users who are subscribers of My City, and or, to users who have the necessary authorization for using, and for making payments through or in connection with the use of the Service(s) at the risk and responsibility of such subscribers. If you are not such a user, please discontinue the registration process and use of the Services immediately.

The online payment mode includes credit cards, debit card, net banking etc. We accept payments made by most of the major credit/debit cards issued in India. Acceptance of card payment is at the sole discretion of My City. However, My City reserves its right to deny acceptance of card payment without any prior notice.

While availing any of the payment method(s) available on the Website, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to:

- Lack of authorization for any transaction/s, or
- Exceeding the present limit mutually agreed by you and your issuing bank, or
- Any payment issues arising out of the transaction, or
- Decline of transaction for any other reason/s

My City will not be liable for any credit / debit card fraud. The liability for use of a card fraudulently will be on you and the onus to prove otherwise shall be exclusively on you. All information collected by us shall be governed as per our Privacy Policy. My City will not be responsible for any transactions you make for using any portion of the Service(s). All claims and complaints for any failed or incorrect transactions must be directed to our payment processing partners and/or your bank (as the case may be).

My City reserves its right to change the price of any Service(s), tariff plans, in the Website any time without any notice, however in compliance with all applicable laws. All payments made against the purchases of Service(s) on Website by you shall be in Indian Rupees only. Website will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Website.

You represent and confirm that the credit/debit card that is being used is yours or that you have been specifically authorized by the owner of the credit/debit card to use it. You further agree and undertake to provide the correct and valid credit card details to carry out a transaction on the Website. All credit/debit card holders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to us, we will not be liable for any delay or non-delivery.

No unlawful, infringing or offensive activity

Your use of this Website is in compliance with all the applicable laws including but not limited to Information Technology Act, 2000 and the Rules made thereunder. You must not post/transmit or enable another person to post/transmit via the Website any information or material or otherwise use the Website for any activity which breaches any laws or regulations, infringes a third party's rights or privacy or is contrary to any applicable laws. This Website or any Services under this Website are accessed via the World Wide Web, which is independent of the Website. Your use of the World Wide Web is solely at your own risk and subject to all applicable laws and regulations. We have no responsibility for any information or service obtained by you on the World Wide Web.

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You must not transmit or enable another person to transmit via the Website any virus or other information or material or otherwise use the Website in a way which:

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- inhibits any other user from using the Website;
- defames, harasses, threatens, menaces or offends any person; or

contains obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings.

TERMINATION

We may suspend or terminate your account or access to all or any part of the Website at any time, if you breach this Terms and Conditions of the Agreement / TOS, in our reasonable opinion or at our discretion for any reasons as we may think deem fit.

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Jurisdiction:

The terms of this agreement are exclusively based on and subject to Indian law. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Guwahati, Assam, India in all disputes arising out of or relating to the use of this website.

Miscellaneous:

These Terms will be governed by and construed in accordance with the Indian laws, without giving effect to its conflict of laws provisions or your actual state or country of residence, and you agree to submit to personal jurisdiction in India. You agree to exclude, in its entirety, the application to these Terms of the United Nations Convention on Contracts for the International Sale of Goods. You are responsible for compliance with applicable laws. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect. These Terms constitute the entire agreement between us and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter of these Terms. Any waiver of any provision of the Terms will be effective only if in writing and signed by you and My City. My City reserves the right to investigate complaints or reported violations of these Terms and to take any action we deem necessary and appropriate. Such action may include reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties. In addition, we may take action to disclose any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. My City reserves the right to seek all remedies available at law and in equity for violations of these Terms.

Notices: All of our notices, demands and other communications must be in writing and will be deemed to have been given (a) if mailed by certified mail, postage prepaid, (b) if delivered by courier, (c) if sent by facsimile transmission and such transmission is confirmed as received, or (d) if sent by electronic mail, and such message is confirmed as received, in each case to the address, fax number or e-mail address specified on the Order for the recipient of such notice. All of your notices, demands and other communications must be in writing and will be deemed to have been given (a) if mailed by certified mail, postage prepaid or if delivered by courier, to our address: EPOCH INNOVATIONS, Kamakhya Gate, Guwahati, Assam, India.

Force Majeure: In no event shall we or any Distribution Site have liability or be deemed to be in breach hereof for any failure or delay of performance resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, network failure, riot, explosion, embargo, strikes (whether legal or illegal), terrorist act, labor or material shortage, transportation interruption of any kind or work slowdown or any other condition not reasonably within our control. Your payment obligations shall continue during any event of force majeure.

Indemnification: You agree to indemnify us and the Distribution Sites and hold us and the Distribution Site harmless from and with respect to any claims, actions, liabilities, losses, expenses, damages and costs (including, without limitation, actual attorneys' fees) that may at any time be incurred by us or them arising out of or in connection with these Terms or any Advertising Products or services you request, including, without limitation, any claims, suits or proceedings for defamation or libel, violation of right of privacy or publicity, criminal investigations, infringement of intellectual property, false or deceptive advertising or sales practices and any virus, contaminating or destructive features.

Telephone Conversations. All telephone conversations between you and us about your advertising may be recorded and you hereby consent to such monitoring and recordation. You have given your consent to contact you for any business promotion of My City during the tenure of this agreement or even after its expiry, whether you are a registered member or not, their entity / firm's contact numbers in the "Do Not Call" registry of TRAI

Arbitration: Any disputes and differences whatsoever arising in connection with these Terms shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996. a) All proceedings shall be conducted in English language. b) Unless the Parties agree on a sole arbitrator there shall be three Arbitrators, one to be selected by each of the parties, and the third to be selected by the two Arbitrators appointed by the parties. c) The venue of Arbitration shall be in Guwahati, India.

Entire Agreement. These Terms constitutes the entire agreement between you and us with respect to the subject matter of these Terms and supersedes all prior written and all prior or contemporaneous oral communications regarding such subject matter. Accordingly, you should not rely on any representations or warranties that are not expressly set forth in these Terms. If any provision or provisions of these Terms shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Except as provided, these Terms may not be modified except by writing signed by you and us; provided, however, we may change these Terms from time to time, and such revised terms and conditions shall be effective with respect to any Advertising Products ordered after written notice of such revised terms to you or, if earlier, posting of such revised terms and conditions on our Website.