

Terms and Conditions

Last updated on: 13-10-2021

This Site/ Application/ Services is/are operated /provided by **EzKaam Private Limited** ("EzKaam"). These terms and conditions ("User Terms") apply to Your visit to and use, of the Site whether through a computer or a mobile phone, the Service and the Application, as well as to all information, recommendations and or services provided to You on or through the Site, the Service and the Application. This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

By clicking on the "I ACCEPT" button or by using EzKaam's services, You are consenting to be bound by these User Terms. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE USER TERMS BEFORE YOU USE THE SITE/APPLICATION. If You do not accept any of the User Terms, then please do not use the Site or avail any of the services being provided therein. YOUR AGREEMENT TO THESE USER TERMS SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND EzKaam IN RESPECT OF THE USE AND SERVICES OF THE SITE.

Your acceptance of the User Terms shall be deemed to include your acceptance of the privacy policy. By accepting these User Terms, You also allow EzKaam to send you promotional emails and SMS alerts from time to time.

1. DEFINITIONS

All of the defined and capitalized terms in these User Terms will have the meaning assigned to them here below:

(i) "Account" shall mean the account created by the Customer using the Sign Up process for availing the Services provided by EzKaam.

(ii) “Applicable Laws” shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, or a court of India.

(iii) “Application” shall mean the mobile application “EzKaam” updated from time to time.

(iv) “Convenience Fee” shall mean the fee payable by the Customer to EzKaam for the Service i.e., for availing the technology services offered by EzKaam. Convenience Fee shall be chargeable on every transaction made through the App. The Convenience Fee shall be exclusive of all applicable taxes on the Convenience Fee, if any.

(v) “Cancellation Fee” shall mean the Fee payable towards cancellation of certain jobs that are cancelled within the termination window. The Cancellation Fee shall be exclusive of all applicable taxes on the Cancellation Fee, if any.

(vi) “Contractor/Builder” means a person/entity who has an Account on the Application using the Sign Up for Contractor.

(vii) “Customer/ Labour” means a person who has an Account on the Application using the Sign Up for Labour.

(viii) “Labor rates” shall mean such amount in Indian Rupees, which is reflected on the Application, as the rates payable for the specific job performed by a Labour. The Rates shall be exclusive of all applicable taxes.

(ix) “Force Majeure Event” shall mean any event arising due to any cause beyond the reasonable control of EzKaam.

(x) “EzKaam” or “us” or “we” or “our” shall mean EzKaam Private Limited, a company incorporated under the provisions of the Companies Act, 1956

(xi) “Registration Data” shall mean and may include the present, valid, true and accurate name, email ID, phone number and such other information as may be required by EzKaam from the Customer from time to time for registration on the Application.

(xii) “T&Cs” and “User Terms” shall mean these terms and conditions.

2. ELIGIBILITY

You will be “Eligible” to use the Services only when You fulfil all of the following conditions: (i) You have attained at least 18 (eighteen) years of age. (ii) You are competent to enter into a contract under the Applicable Laws.

If You reside in a jurisdiction that restricts the use of the Service because of age, or restricts the ability to enter into contracts such as this User Terms due to age, You must abide by such age limits.

3. REGISTRATION AND ACCOUNT

3.1 You understand and acknowledge that You can register on the Site only after complying with the requirements of this Clause 3 and by entering Your Registration Data.

3.2 You shall ensure that the Registration Data provided by You is accurate, complete, current, valid and true and is updated from time to time. We shall bear no liability for false, incomplete, old or incorrect Registration Data provided by You.

3.3 You are solely responsible for maintaining the confidentiality of Your Registration details and will be liable for all activities and transactions that occur through Your Account, whether initiated by You or any third party. Your Account cannot be transferred, assigned or sold to a third party. We shall not be liable for any loss that You may incur as a result of someone else using Your password or Account, either with or without Your knowledge.

3.4 We reserve the right to suspend or terminate Your Account with immediate effect and for an indefinite period, if We have a reason to believe that the Registration Data or any other data provided by You is incorrect or false, or that the security of Your Account has been compromised in any way, or for any other reason We may find just or equitable.

3.5 Except for the Registration Data or any other data submitted by You during the use of any other service offered through Site (“Permitted Information”), EzKaam does not want You to, and You should not, send any confidential or proprietary information to EzKaam on the Site or otherwise, unless otherwise is required by Applicable Laws. In accepting these User Terms You agree that any information or materials that You or individuals acting on Your behalf provide to EzKaam other than the Permitted Information will not be considered confidential or proprietary.

3.6 It is Your responsibility to check to ensure that You download the correct application for Your device. We are not liable if You do not have a compatible mobile device or if You download the wrong version of the Application for Your mobile device. We reserve the right to terminate the Service and the use of the Application should You be using the Service or Application with an incompatible or unauthorized device.

3.7 We allow You to open only one Account in association with the Registration Data provided by You. In case of any unauthorized use of Your Account please immediately clarify the same to us via email or phone.

3.8 In case, You are unable to access Your Account, please make a written request for blocking Your Account. We will not be liable for any unauthorised transactions made through Your Account prior to the receipt of the written request for blocking Your Account, and shall not have any liability in case of Force Majeure Event.

4. SERVICES

The Site permits you to avail the multiple services offered by EzKaam and/or by a third party.

4.1 The Services allows a Contractor to send a request through EzKaam to a Labour on the EzKaam network. The Labour has sole and complete discretion to accept or reject each request for Service. If the Labour accepts a request, EzKaam notifies the Contractor and provides information regarding the Labour - including name, telephone contact details and such other details as EzKaam may determine.

4.2. EzKaam shall procure reasonable efforts to bring Contractor into contact with a Labour, subject to the availability of Labour in or around Your location at the moment of Your request for such services.

4.3. By using the Application or the Service, You further agree that: (i) You will only use the Service or download the Application for Your sole, personal use and will not resell or assign it to a third party; (ii) You will not use an account that is subject to any rights of a person other than You without appropriate authorization; (iii) You will not use the Service or Site for unlawful purposes; (iv) You will not try to harm the Service, Site or our network in any way whatsoever; (v) You will provide EzKaam with such information and documents which EzKaam may reasonably request; (vi) You will only use an authorized network to avail the Service; (vii) You are aware that when

requesting Services, whether by message, via Site or calling the call center of EzKaam, standard messaging charges, data charges, voice charges, as applicable, of the Your and Our phone network service providers, will apply; (viii) You will comply with all Applicable Law from Your country of domicile and residence and the country, state and/or city in which You are present while using the Site or Service; and (ix) You are aware of and shall comply with the Information Technology Act, 2000 and the rules, regulations and guidelines notified thereunder.

4.4. EzKaam reserves the right to immediately terminate the Service and the use of the Application in the event of non-compliance with any of the above requirements. Further, EzKaam will store the information provided by You or record your calls for contacting You for all Service related matters. You shall promptly inform EzKaam on any change in the information provided by You.

4.5. EzKaam or an authorised representative of EzKaam, shall provide information regarding services, discounts and promotions provided by EzKaam to You on the EzKaam App or by way of an SMS or email to Your registered mobile number/registered email ID. You also have the option to discontinue receiving such information at any point of time. To discontinue receiving such information, You may at any point of time visit the specific link provided in the Site to discontinue the same.

4.6. EzKaam WILL BE ENTITLED TO PROCESS AND TRANSFER YOUR INFORMATION AS AND WHEN IT DEEMS FIT AND IT MAY STORE OR TRANSFER YOUR INFORMATION IN A SERVER OUTSIDE INDIA OR THE COUNTRY WHERE YOU ARE LOCATED IN ORDER TO PERFORM EzKaam'S OBLIGATIONS UNDER THESE CUSTOMER T&C.

4.7. You agree to grant EzKaam a non-exclusive, worldwide, perpetual, irrevocable, royalty- free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in your information, in any media now known or not currently known, with respect to Your information. YOU AGREE AND PERMIT EzKaam TO SHARE YOUR INFORMATION AND/OR PERMITTED INFORMATION, WITH THIRD PARTIES.

4.8. You agree and permit EzKaam to share any information provided by You with third parties in order to facilitate provision of certain value-added services offered by such third parties to You and/or to provide certain value-added services to You by EzKaam. You hereby expressly consent to receive communications from

EzKaam/ third parties offering value-added services to You through Your registered phone number and/or e-mail id and/or the Site. You agree that You will not hold EzKaam responsible for any such communications received from third parties, nor will any such communication amount to spam, unsolicited communication or a violation of Your registration on the national do not call registry.

4.9. EzKaam will be entitled to enter into any tie-up in terms of joint-venture or otherwise with any other institution engaged in the business of providing services analogous and/or similar to those herein contained. In such case, depending upon the modality and the mechanism as may be devised, You will be provided with the services by EzKaam jointly and/or severally with the party/ies in joint venture. You hereby give Your irrevocable consent and permission to such a tie-up. In the event of such a tie-up, the terms and conditions herein contained will, mutatis mutandis, become applicable in respect of such tie-up arrangement also.

4.10. EzKaam bears no responsibility and liability for delays and losses suffered by You or caused to Contractor or Labourer as a consequence of the use of Application/Services/Site

5. PAYMENT

5.1. EzKaam shall charge Convenience Fee or Access Fee for the Service which shall be determined and amended at the sole and absolute discretion of EzKaam. The Convenience Fee or Access Fee shall be payable by you to EzKaam and shall be informed to you before you begin to use Application/Services/Site.

5.2. All applicable taxes in respect of the Fare, Convenience Fee, Additional Fee, Cancellation Fee shall be borne and payable by You to EzKaam, as the case may be.

5.3. Any payment related issue, except when such issue is due to an error or fault in the Application/Site, shall be resolved between You and the Payment Processor. EzKaam shall not be responsible for any unauthorized use of Your E-Wallet during or after availing the Services on the Application/Site.

6. CANCELLATION POLICY

6.1. You shall be notified of the applicable Cancellation Fee in advance whenever You attempt to cancel a booking/service request. The notification shall be on the Application and/or the Site.

6.2. On request, EzKaam shall provide a receipt of the Cancellation Fee, if any, payable by You for every cancellation.

7. APPLICATION LICENSE

7.1. Subject to Your compliance with these User Terms, EzKaam grants You a limited, revocable, non-exclusive, non-transferable and non-sub-licensable license to download and install a copy of the Application on a single mobile device that You own or control and to run such copy of the Application solely for Your own personal use and to use the Site.

7.2. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or Site in any way; (ii) modify or make derivative works based upon the Service or Application; (iii) create Internet “links” to the Service or “frame” or “mirror” any Site on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Site in order to (a) design or build a competitive product or service, (b) design or build a product using similar ideas, features, functions or graphics of the Service or Site, or (c) copy, reproduce, record, or make available to the public any ideas, features, functions or graphics of the Service or Site, or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service or Site.

7.3. You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the

integrity or performance of the Site, the Application or Service or the data contained therein; or (v) attempt to gain unauthorized access to the Site, the Application or Service or its related systems or networks.

7.4. EzKaam will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. EzKaam may involve and cooperate with law enforcement authorities in prosecuting users who violate these User Terms. You acknowledge that EzKaam has no obligation to monitor Your access to or use of the Site, Service or Posted Content, but has the right to do so for the purpose of operating the Site and Service, to ensure Your compliance with these User Terms, or to comply with Applicable Law or the order or requirement of a court, administrative agency or other Governmental body. EzKaam reserves the right, at any time and without prior notice, to remove or disable access to any content that EzKaam, at its sole discretion, considers to be in violation of these User Terms or otherwise harmful to the Site, the Service or Application.

8. INTELLECTUAL PROPERTY OWNERSHIP

8.1. EzKaam alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to (i) the Site, Application, product, Service and any suggestions, ideas, enhancement requests, feedback, recommendations or any other offering; (ii) text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code; or (iii) other information provided by You or any other party relating to the Site, Application or the Service. Third party trademarks may appear on this Site/ Application and all rights therein are reserved to the registered owners of those trademarks. For use of any third party's intellectual property, You need to get permission directly from the owner of the intellectual property for any use.

8.2. These User Terms do not constitute a sale and do not convey to You any rights of ownership in or related to the Site, the Application or the Service, or any intellectual property rights owned by EzKaam. You shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by use of the Services or the Site/ Application.

8.3. You may use information on the Site purposely made available by EzKaam for downloading from the Site, provided that You:

(i) do not remove any proprietary notice language in all copies of such documents and make no modifications to the information; (ii) use such information only for Your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; or (iii) do not make any additional representations or warranties relating to such information.

9. TERM AND TERMINATION OF LICENSE AGREEMENT

9.1. Unless terminated explicitly, the agreement between EzKaam and You is perpetual in nature upon downloading the Application and for each Service booked through the Site.

9.2. You are entitled to terminate the agreement at all times by deletion of Your Account, thus disabling the use by You of the Site. You can close Your Account at any time by following the instructions on the Site or by calling EzKaam's support team.

9.3. EzKaam is entitled to terminate the agreement at all times and with immediate effect (by disabling Your use of the Site and the Service) if You: (a) violate or breach any term of these User Terms, or (b) in the opinion of EzKaam, misuse the Application or the Service. EzKaam is not obliged to give notice of the termination of the agreement in advance. After termination EzKaam will give notice thereof in accordance with these User Terms.

9.4. Termination of this agreement will not prejudice accrued rights of either EzKaam or You.

10. INVALIDITY OF ONE OR MORE PROVISIONS

10.1. The invalidity of any term of these User Terms shall not affect the validity of the other provisions of these User Terms. If and to the extent that any provision of these User Terms is invalid, or is unacceptable in the given circumstances, a provision shall apply between the parties instead that is acceptable considering all the circumstances, taking into account the content and the purpose of these User Terms.

11. CONFLICT

In the event of any contradiction or inconsistency between this User Terms and any other agreement executed between You and EzKaam, the terms of the User Terms shall prevail unless the exception has been expressly agreed to in writing by making reference to the relevant Clause sought to be modified under this User Terms.

12. DISCLAIMER

12.1. You agree that EzKaam is merely an electronic platform to facilitate aggregation of Laborers and does not in any manner provide construction services. EzKaam does not endorse, advertise, advise or recommend You to avail the Services of any Laborer. EzKaam also does not guarantee or provide assurance in respect of the behaviour, actions or the quality of the work performed by the laborer. If you are a laborer EzKaam also does not endorse, advertise, advise or recommend You to avail the Services of any Contractor. EzKaam also does not guarantee or provide assurance in respect of the behaviour, actions or any promised benefits.

12.2. We do not authorize anyone to make a warranty on Our behalf and You shall not rely on any statement of warranty as a warranty by Us.

12.3. EzKaam and their representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from Your use or non-use of the Service or the Site, or Your reliance upon the Service or the information contained upon the Application/Site (whether arising from EzKaam or any other person's negligence or otherwise).

12.4. This Site, Application and all content on the Site and the Application are provided on an “as is” basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose. You acknowledge, by Your access of the Site and/or Application, that Your access of the Site and/or Application and availing of Services is at Your sole risk, that You assume full responsibility for Your access and use of the Site and/or Application, and that EzKaam shall not be liable for any damages of any kind related to Your access and use of this Site and/or Application.

13. MODIFICATION OF THE SERVICE AND USER TERMS

13.1. EzKaam reserves the right, at its sole discretion, to modify or replace, in part or full, any of these User Terms, or change, suspend, block, discontinue or restrict your use to all or any feature of the Service or Application at any time.

13.2. EzKaam shall not be required to notify You of any changes made to these User Terms. The revised User Terms shall be made available on the Site. You are requested to regularly visit the Site to view the most current User Terms. You can determine when EzKaam last modified the User Terms by referring to the “Last Updated” legend above. It shall be Your responsibility to check these User Terms periodically for changes. EzKaam may require You to provide Your consent to the updated User Terms in a specified manner prior to any further use of the Site and the Services. If no such separate consent is sought, Your continued use of the Site, following the changes to the User Terms, will constitute Your acceptance of those changes. Your use of the Site and the Services is subject to the most current version of the User Terms made available on the Site at the time of such use.

14. NOTICE

14.1. EzKaam may give notice by means of a general notice on the Service or Application, or by electronic mail to Your email address or a message on Your registered mobile number, or by written communication sent by regular mail to Your address on record in EzKaam’s account information.

15. ASSIGNMENT

15.1. You shall not assign Your rights under these User Terms without prior written approval of EzKaam. EzKaam can assign its rights under the User Terms to any affiliate.

16. APPLICABLE LAW AND DISPUTE RESOLUTION

These User Terms are subject to the laws of India. Any dispute, claim or controversy arising out of or relating to these User Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Site, the Service or the Application (collectively, “Disputes”) the parties shall attempt to settle the same amicably, through negotiation and consultation at such offices of EzKaam as EzKaam may designate. In the event the dispute is not resolved internally between after at

least 30 (thirty) days of negotiation, in good faith, the same shall be subject to binding and final arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time or in case the Arbitration and Conciliation Act, 1996 is no longer in force, as per any law relating to arbitration in force at the time of such reference. The reference shall be made to a sole arbitrator mutually appointed by EzKaam and You. The place of the arbitration shall be Chennai, Tamil Nadu, unless otherwise mutually agreed by EzKaam and You in writing. Subject to the above, any Dispute will be subject to the exclusive jurisdiction of courts in Chennai, India