

TERMS OF USE FOR SEARCH SERVICES

YOUR ACCEPTANCE OF THIS AGREEMENT: This is an agreement between You ("you", "your" or "user") and Code Nova Pvt Ltd. ("CODE NOVA" "we," or "our") that governs your use of the search, "Get Deal" services or any other services offered by CODE NOVA through its website www.ctg.org.in ("Website"), telephone search, SMS, WAP or any other medium (collectively "portal"). Use of the portal is offered to you conditioned on acceptance of all the terms, conditions and notices contained in these Terms, along with any amendments made by CODE NOVA at its sole discretion and posted on the Website.

ACCESSING, BROWSING OR OTHERWISE USING THE PORTAL INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS OF CODE NOVA AND SELLER/SERVICE PROVIDER, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING:

1) Membership Eligibility

Use of the Portal is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If you are a minor i.e. under the age of 18 years, you shall not register as a User of the CODE NOVA portal and shall not transact on or use the website. As a minor if you wish to use or transact on website, such use or transaction may be made by your legal guardian or parents on the Website. CODE NOVA reserves the right to terminate your membership and / or refuse to provide you with access to the Website if it is brought to CODE NOVA's notice or if it is discovered that you are under the age of 18 years.

Subject to compliance with the Terms of Use, CODE NOVA grants You a non-exclusive, limited privilege to access and use the portals and the Services provided therein.

2) Your Account and Responsibility

If You use the Website, You shall be responsible for maintaining the confidentiality of your Display Name and Password and You shall be responsible for all activities that occur under your Display Name and Password. You agree that 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, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide You with access to the Website.

3) Transaction at CTG Portal

i) CTG portal facilitates Seller/service provider and Users to interact with each other for the purposes of commercial/contractual transactions. In this transaction CTG is acting as an intermediary, by creating a bridge between Seller/service provider and Users of CTG enabling users to place orders/bookings/request for Deal through various portals.

ii) All commercial/contractual terms are offered by and agreed to between You and Seller/service providers alone. The commercial/contractual terms include without limitation price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services. CODE NOVA does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the User and Seller/service provider.

iii) CODE NOVA does not make any representation or Warranty as to specifics (such as quality, value, saleability, etc) of the products or services proposed to be sold or offered to be sold or purchased from Service Providers listed on the Portal. CODE NOVA does not implicitly or explicitly support or endorse the sale or purchase of any products or services on the Website. CODE NOVA accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

iv) CODE NOVA is not responsible for any non-performance or breach of any contract entered into between You and Seller/service providers. CODE NOVA cannot and does not guarantee that the concerned Seller/service providers and/or You will perform any transaction concluded outside of the CODE NOVA portal. CODE NOVA shall not and is not required to mediate or resolve any dispute or disagreement between Seller/service provider and You.

v) CODE NOVA does not at any point of time during any transaction between Seller/service provider and You come into or take possession of any of the products or services offered by Seller/service provider nor does it at any point gain title to or have any rights or claims over the products or services offered by Seller/service provider to You.

vi) CODE NOVA through its platform is acting as an intermediary between You and Seller/service provider by facilitating the online 'Search' Services' for the users. These Search Services are aimed at making several day to day tasks conveniently actionable and accessible to the users.

vii) CODE NOVA is only providing a platform for the purposes of transaction and communication and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between You and Seller/service provider.

viii) At no time shall CODE NOVA hold any right, title or interest over the products nor shall CODE NOVA have any obligations or liabilities in respect of any transaction between You and Seller/service provider. CODE NOVA is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable etc.

ix) Prices mentioned on the CODE NOVA portal are subject to change. You are hereby advised to check with Seller/service provider for the final price, availability of the product and shipping charges (if applicable)

x) Pricing on any product(s) as is reflected on the portal may due to some technical issue, typographical error or product information published by seller/service provider may be incorrectly reflected and in such an event seller/service provider may cancel such your order(s).

4) Charges and Mode of payment

i) Membership on the Website is free for You. CODE NOVA does not charge any fee for browsing any of its portals. However, we reserve our right to charge the fee and/ or change fee policy as may be applicable from time to time. Accordingly, some services on the platform may be made available to the user/service provider on payment of a fee/subscription fee, which shall be duly informed to the user/service provider.

ii) User/service provider may choose to make the payment for the services of the platform through their valid credit / debit and/ or any other cards including e-wallets, online banking facility being made available at the portal. User shall be bound to use his/her own credit / debit and/ or any other payment cards, online banking accounts to make any payment. CODE NOVA shall not be liable and responsible for any credit/debit or any other card frauds, misuse of User's card or any unauthorized payment transactions which has been processed by User's Bank / third party payment processor.

iii) User accepts and acknowledges that payment processing portal is hosted by a third party payment processor and usage of such payment processing portal shall be subject to such additional terms and conditions which such third party payment processor may prescribe from time to time. CODE NOVA will not process, store or transmit credit/debit or any other card related information or any banking related information at its portal.

iv) In such event, it is CODE NOVA's policy is to redirect User to a payment processing portal hosted by a third party payment processor.

v) CODE NOVA will take adequate encryption and security measures to maintain the data secured generated via portal and it shall maintain high standards in relation to providing secure services to Users using CODE NOVA portal.

5) Refunds

If at any time you are not satisfied with the quality of the products you have purchased, you may call customer care number ————— of CODE NOVA wherein your complaint will be noted and will be forwarded to the respective supplier for its resolution or you can complain to the seller/service provider directly and may claim for a credit, replacement or refund of the purchased damaged or incorrect product. Further, you hereby confirm and agree that you will not any right to claim or allege anything against CODE NOVA in respect of the products/services which are provided to you by the Seller/service provider.

6) Cancellation and Modification Cancellation or modification of any

Cancellation or modification of any Order made to a service provider listed on the platform shall be strictly in accordance with the respective Seller/service provider's cancellation policy, including with respect to refund. You may directly contact the respective Seller/service provider for processing any requests pertaining to cancellation or modification of Orders. The cancellation and modification request made by you to CODE NOVA customer support will be forwarded to respective Seller/service provider for the resolution.

7) Content disclaimer

We have no control over and are not responsible for the content of any third-party websites linked to or framed within the Website, or any third-party advertisements and we expressly disclaim (and do not endorse or verify) the accuracy or reliability of the content on any such third-party websites. Those links are provided for your convenience only and may not remain current or be maintained. Website links on this Website should not be construed as an endorsement, approval or recommendation by us of the linked website or its content. We are not responsible for the content or privacy practices associated with linked websites. When viewing a third party website, you should read the terms, conditions and privacy statements detailed on that website. Your use of or reliance upon such third-party websites is at your own risk.

We derive our information from sources which we believe to be accurate and up to date at the time of publication. All information provided on the Website is provided in good faith. We do not make any representation or warranty that the information provided is timely, reliable, accurate or complete, and will not be liable for any claim or loss resulting from any action taken, or reliance made by you on any information, material or advice provided on the Website, or for any incorrect information provided on the Website.

CODE NOVA reserves the right, in its sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the portal. Where appropriate, we will endeavour to update information listed on the Website on a timely basis, but shall not be liable for any inaccuracies.

All those sections in the portal that invite reader participation will contain views, opinion, suggestion, comments and other information provided by the general public, and CODE NOVA will at no point of time be responsible for the accuracy or correctness of such information. CODE NOVA reserves the absolute right to accept/reject information from readers and/or users and impose portal access rules and regulations for any user(s).

While every attempt has been made to ascertain the authenticity of the content in the portal, CODE NOVA is not liable for any kind of damages, losses or action arising directly or indirectly, due to access and/or use of the content in the portal including but not limited to any decisions based on content in the portal resulting in loss of data, revenue, profits, property, infection by viruses etc.

8) Warranty Disclaimer:

CTG is just a medium between seller and customer. The warranty is subject to seller. CTG is not responsible for any claims on any product warranty.

10) Additional Disclaimer:

Users (You) using any of CODE NOVA service across the following portal i.e. through internet Website (www.ctg.org.in), WAP, SMS, phone or any other medium are bound by this additional disclaimer wherein they are cautioned to make proper enquiry before You (Users) rely, act upon, make any bookings or enter into any transaction with the Seller/service provider listed with CODE NOVA.

All the users are cautioned that all and any information/products or services of whatsoever nature provided or received from the Seller/service provider is taken in good faith, without least suspecting the bonafide of the Seller/service provider and CODE NOVA does not confirm, does not acknowledge, or subscribe to the claims and representation made by the seller/service provider listed with CODE NOVA. Further, CODE NOVA is not at all responsible for any act of Seller/service provider listed at CODE NOVA or any claims arising owing to or pursuant to such acts of the Seller/service provider.

11) IPR Infringement

If you notice that any Intellectual Property right has been violated by any of our seller/service providers, you may follow the process as may specified under the infringement policy.

12) Unlawful Activity

We reserve the right (at our discretion) to investigate complaints or reported violations of the Terms and to take any action we deem appropriate including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third-parties and disclosing any information necessary or appropriate to such persons or entities relating to your registration data, usage history, posted materials, IP addresses and traffic information etc.

13) Risk and Title

Risk in the products/services passes to you upon delivery of the products/services to the delivery address by the Seller/service provider. CODE NOVA does not have any liability and you shall have no claim against CODE NOVA, for any loss or damage that the products/services provided to you may have suffered during transit.

14) Indemnity

You agree to indemnify, defend and hold harmless CODE NOVA including but not limited to its affiliate seller/service providers, agents and employees from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and

disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by CODE NOVA that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to these Terms of Use. Further, You agree to hold CODE NOVA harmless against any claims made by any third party due to, or arising out of, or in connection with, Your use of the Website, any claim that Your material caused damage to a third party, Your violation of the Terms of Use, or Your violation of any rights of another, including any intellectual property rights.

In no event shall CODE NOVA, its officers, directors, employees, partners or suppliers be liable to You, the seller/service provider or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not CODE NOVA has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with Your use of or access to the Website, Services or materials.

15) Limitation of liability:

You acknowledge that CODE NOVA is an "as is site" and that CODE NOVA is not making and has not made any warranty or representation as to suitability, merchantability, quality of the products/services which will be supplied or delivered by its Seller/service provider for any particular purpose. You agree that in using CODE NOVA, You are not relying on any statement or representation made by CODE NOVA which is not expressly contained in this Agreement.

IN NO EVENT SHALL CODE NOVA BE LIABLE TO YOU ON ACCOUNT OF YOUR BOOKING, USE, MISUSE OR RELIANCE ON THE PORTAL: FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA WHETHER BROUGHT IN WARRANTY, CONTRACT, INTELLECTUAL PROPERTY INFRINGEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY, EVEN IF CODE NOVA IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, ARISING OUT OF OR CONNECTED WITH THE USE (OR INABILITY TO USE) OR PERFORMANCE OF THE PORTAL, THE MATERIALS OR THE INTERNET GENERALLY, OR THE USE (OR INABILITY TO USE), RELIANCE UPON OR PERFORMANCE OF ANY MATERIAL CONTAINED IN OR ACCESSED FROM ANY PORTAL. CODE NOVA DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT OR PROCESS DISCLOSED ON THE PORTAL OR OTHER MATERIAL ACCESSIBLE FROM THE PORTAL.

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS PORTAL AND THE INTERNET GENERALLY. THE FOREGOING LIMITATIONS SHALL APPLY.

Notwithstanding anything to contrary, CODE NOVA's entire liability to You under this Terms of Use or otherwise shall be the refund of the money charged from You for any specific product or service, under which the liability arises.

16) Changes:

We may periodically change the Terms and the Website without notice, and you are responsible for checking these Terms periodically for any revisions. All amended Terms become effective upon our posting to the Website, and any use of the Website after such revisions have been posted signifies your consent to the changes. If any such change or modification is unacceptable to you, please refrain from using the services offered by the Website. If following any such change or modification you continue to use the Website or content, you will be deemed to have accepted those changes or modifications and no specific consent will be

required.

17) Privacy Policy:

CODE NOVA is committed to protecting the privacy and confidentiality of any personal information that it may request and receive from its clients, business partners and other users of the Website. To read our privacy policy statement regarding such personal information please refer [PRIVACY POLICY](#).

You hereby confirm and acknowledge that the contact details, age and other details provided by you to CODE NOVA are accurate and can be used and forwarded by CODE NOVA to the Seller/service provider for which the call or enquiry has been made by you to CODE NOVA.

18) General Instructions

Seller/service provider's listed at CODE NOVA portal who have processed and delivered your ordered products/services are solely responsible for quality, delivery and billing of the goods/services. CODE NOVA only acts as a channel between you and the Seller/service provider.

We make no representation and give no warranty or undertaking (express or implied) as to the timeliness, accuracy, completeness, effectiveness or reliability of the portal or its content for any particular purpose.

We will not be responsible or liable for any loss, damage, injury or other claim or outcome arising from your reliance upon the Website, or the Website's inability to meet your needs.

We will not be responsible for any delay, failure, interruption, or corruption of any data or other information transmitted in connection with your use of the portal, which is beyond our control. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your computer system which may arise in connection with your use of the Website or any linked website.

19) Force Majeure

CODE NOVA and its registered Seller/service providers will be not be liable for breach of these Terms to the extent caused by or arising from prohibition, or restriction by law, or regulation or any government, fire, flood, storms, weather, strike, lock-out or other labour problems, accident, riots, acts of God or any other events which is beyond its control.

20) Arbitration:

In the event a dispute arises between you and CODE NOVA as per these Terms, the parties shall attempt to amicably resolve the dispute through mutual discussions. Where the dispute is not resolved for a period of 90 days from the date of the dispute, either party can, upon giving a written notice to the other party, declare its intention to initiate arbitration proceedings. The arbitration will be conducted in English in accordance with the rules prescribed under the Arbitration and Conciliation Act, 1996. The venue for the arbitration shall be Gurgaon. The arbitration shall be conducted by a sole arbitrator appointed by CODE NOVA. The award of the arbitrator shall be final and binding on the parties. Each party shall bear its own cost of arbitration.

21) Governing Law and Jurisdiction:

These Terms shall be governed and construed in accordance with the laws in India. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the courts in Gurgaon, India.

22) Provisions are severable:

Each provision of this Agreement (including these Conditions) are severable. Severance does not affect any other provisions.

Please exit [ctg.org.in Website](#), if you don't agree to these Terms,

If you have any questions or concerns about this Agreement please [Contact Us](#) for more information.