

TERMS OF SERVICE AGREEMENT

Welcome to the Terms of Service Agreement for HomeBiz365. This agreement describes the terms on which you may access and use our services. To become an HomeBiz365 user, accept all of the terms and conditions of this agreement. If you do not agree to be bound by the terms of this Agreement, you may not use nor access our services.

We reserve the right to modify this Agreement at any time, and without prior notice, by posting amended terms on this agreement. Your continued use of the HomeBiz365 indicates your acceptance of the amended User Agreement.

DESCRIPTION OF SERVICE

HomeBiz365 is an online lead generation platform for home-based vendors and home-service providers to expand their business beyond their local boundaries at minimal costs.

HomeBiz365 helps the vendors promote their business by showcasing their products and services effectively and brings wide choice of quality home-made products and services to the customers.

MEMBERSHIP ELIGIBILITY

The HomeBiz365 service is not available to minors under the age of 18 or to any users suspended or removed from the system by HomeBiz365 for any reason. Additionally, users are prohibited from selling, trading, or otherwise transferring their HomeBiz365 account to another party. If you do not qualify, you may not use the HomeBiz365 service.

USE OF SERVICE

Your use of HomeBiz365 is governed by this User Agreement. HomeBiz365 keeps the rights reserved to grant or refuse the access to the services provided by HomeBiz365 to any user for any or no reason.

You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your password or account with or without your knowledge. If you knowingly provide your login and password information to another person, your account privileges may be suspended temporarily or terminated. You agree to immediately notify HomeBiz365 of any unauthorized use of your password or account or any other breach of security. HomeBiz365 cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

TERMINATION

You agree that HomeBiz365 may, with or without cause, immediately terminate your account and access to HomeBiz365 services without prior notice. Without limiting the foregoing, the following will lead to a termination by HomeBiz365 of a user's account (a) breaches or violations of this User Agreement or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) unexpected technical issues or problems, and (e) extended periods of inactivity. Termination of your HomeBiz365 account includes removal of access to all offerings within the HomeBiz365 Service and may also bar you from further use of HomeBiz365. Furthermore, you agree that all terminations shall be made in HomeBiz365's sole discretion and that HomeBiz365 shall not be liable to you nor any third-party for any termination of your account or access to the HomeBiz365 Service.

REFUND POLICY

HomeBiz365.com subscription is non-refundable.

To cancel your account send an e-mail to : contact@homebiz365.in

Deletion of a user profile is a separate request.

USER CONDUCT

You understand and agree not to use HomeBiz365 to:

- Post content or initiate communications which are unlawful, libellous, abusive, obscene, discriminatory, or otherwise objectionable.
- Use the HomeBiz365 Service for any illegal purpose, including but not limited to conspiring to violate laws.
- Falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present.
- Upload, post, email, transmit or otherwise make available any content or initiate communications which include information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships
- Upload, post, email, transmit or otherwise make available any content or initiate communication that infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights.
- Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. This prohibition includes but is not limited to a) Using HomeBiz365 invitations to send messages to people who are unlikely to recognize you as a known contact; b) Using HomeBiz365 to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and c)
- Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- Stalk or harass anyone.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the HomeBiz365 Service.
- Post content in fields that aren't intended for that content. Example: Putting an address in a name or title field.
- Interfere with or disrupt the HomeBiz365 Service or servers or networks connected to the HomeBiz365 Service, or disobey any requirements, procedures, policies or regulations of networks connected to the HomeBiz365 Service.

INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all applicable local rules including but not limited to rules regarding online conduct and acceptable content.

INFORMATION PROVIDED ON THIS WEBSITE

In the course of using HomeBiz365, users may provide information about themselves which may be visible to certain other users. You understand that by posting materials on the HomeBiz365 website or otherwise providing materials to HomeBiz365, you are granting to HomeBiz365 a royalty-free, perpetual, irrevocable license to use this information in the course of offering the HomeBiz365 service. Furthermore, you understand that HomeBiz365 retains the right to reformat, excerpt, or translate any materials submitted by you. You understand that all information publicly posted or privately transmitted through HomeBiz365 is the sole responsibility of the person from which such

content originated and that HomeBiz365 will not be liable for any errors or omissions in any content. You understand that HomeBiz365 cannot guarantee the identity of any other users with whom you may interact in the course of using the HomeBiz365 Service. Additionally, we cannot guarantee the authenticity of any data which users may provide about themselves or relationships they may describe.

Homebiz365 is only a lead generation platform which helps vendors and customers to connect with each other. HomeBiz365 is not responsible for any transaction, commitment dishonoured by either parties connected through Homebiz365. However, in any such case vendors/customers should send us an E-mail and notify us so that appropriate action may be taken to avoid such instances in future.

HomeBiz365 allows customers/vendors to create and/or update their own Profile. Any information provided by a user to be part of his or her Profile will be available to the public as part of the HomeBiz365 service. Users who create and/or update their own Profile can change or delete any information they provide if they choose to do so. Please use caution when posting personal identifiable information.

ACCESS TO SERVICE

Use of manual or automated software, devices, or other processes to “crawl” or “spider” any web pages contained in the HomeBiz365 website is strictly prohibited. You agree not to monitor or copy, or allow others to monitor or copy, our web pages or the content included herein. You also agree not to “frame” or otherwise simulate the appearance or function of this website. Furthermore, you agree not to take any action that interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications, attempts to gain unauthorized access, or transmission or activation of computer viruses.

COMMUNICATIONS

In the course of providing you services, HomeBiz365 may need to communicate with you via e-mail and / or SMS alerts. You agree to receive e-mails and / or SMS alerts which are specific to your account and necessary for the normal functioning of HomeBiz365 including a series of emails which help inform new users about various features and upgrade opportunities. You also agree to have your name and/or email address listed in the header of certain communications which you initiate through HomeBiz365.

UPLOADED EMAILS - THIRD PARTY PLATFORMS`

Growing your network often begins with inviting your existing contacts to join you on a new network like HomeBiz365. HomeBiz365 simplifies the process by providing an automated way to invite multiple people across a variety of communication platforms (other social networks, email accounts, etc.). Note: HomeBiz365 is not liable for any communication made between our users and members of other networks or the networks themselves. Invitations originating from HomeBiz365 to people outside of the network at the request of our current users are done entirely independent of HomeBiz365 and therefore absolve HomeBiz365 from damages or complaints that may be brought by a recipient or third-party platform.

MONITORING AND ENFORCEMENT

While we have the right to monitor activity and content associated with HomeBiz365, we are not obligated to do so. And since we do not, and may not have the ability to, control or actively monitor content we don't guarantee its accuracy, integrity or quality. Because community standards vary and individuals sometimes choose not to comply with our policies and practices, in the process of using our website, you may be exposed to content that you find offensive or objectionable. You can contact us at **contact@homebiz365.in** to let us know of content that you find objectionable. We may investigate the complaints and violations of our policies that come to our attention and may take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the

content or terminating accounts and/or subscriptions. However, because situations and interpretations vary, we also reserve the right not to take any action. Under no circumstances will we be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any content on the website.

FEES

Customer has to signing up for HomeBiz365 account to purchase products/avail services which is free of cost. For vendors to sell their products/services, nominal subscription charges are applicable. All of these charges are presented clearly to our vendors during each 'sign-up' process. Subscriptions to HomeBiz365 are billed on either a **half-yearly** or annual basis. HomeBiz365 reserves the right to modify the pricing of, add to, or discontinue an HomeBiz365 service or any portion thereof without prior notice.

Vendors are responsible for keeping their billing information updated including expiration dates, billing address, etc. Members whose billing experiences a failure will be notified via email and upon login to their profile. All services provided through the membership will cease until updated billing information is provided. Members will have to update their billing information to reactivate their membership.

RIGHT OF CANCELLATION

The User may cancel Membership by sending an e-mail to **contact@homebiz365.in** without stating any particular reason. All Members may cancel at anytime. **WHEN YOU CANCEL YOUR ACCOUNT, YOUR ACCOUNT WILL REMAIN ACTIVE UNTIL THE END OF YOUR CURRENT SUBSCRIPTION TERM UNLESS OTHERWISE TERMINATED. SUBSCRIPTION FEES WILL NOT BE PRORATED OR REFUNDED FOR PARTIAL USAGE.**

CONSEQUENCES OF CANCELLATION

In the event of cancellation, both parties shall be obliged to restore any benefits already received in accordance with legal provisions, and issue any gains (e.g. interest). This means that all activity related to your profile becomes the sole possession of HomeBiz365 including all efforts related to SEO, SEM, etc. So for example, if our SEO efforts get your profile ranked #N on Google and you decide to cancel, the ranking by virtue of the profile (owned by HomeBiz365) becomes the possession of HomeBiz365. HomeBiz365 has the right to use the profile ranking thereafter however it wishes.

Indemnification

By accepting this User Agreement, you agree to indemnify and otherwise hold harmless HomeBiz365, its officers, employees, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages resulting from i) your use of HomeBiz365; ii) unauthorized access to or alteration of your communications with or through HomeBiz365, or iii) any other matter relating to HomeBiz365. Any business transactions which may arise between users from their use of HomeBiz365 are the sole responsibility of the users involved.

Without limitation of the terms and conditions set earlier, you understand and agree that HomeBiz365 may disclose personally identifiable information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to comply with legal process, enforce this User Agreement, or protect the rights, property, or safety of HomeBiz365, its users, and the public.

DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT THE HOMEBIZ365 SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT HOMEBIZ365 DOES NOT ASSUME ANY RESPONSIBILITY FOR PROMPT OR PROPER DELIVERY, OR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. HOMEBIZ365 ASSUMES NO

RESPONSIBILITY FOR THE ACCURACY OR EXISTENCE OF ANY COMMUNICATIONS BETWEEN USERS. HOMEBIZ365 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

HOMEBIZ365 MAKES NO WARRANTY THAT (i) THE HOMEBIZ365 SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE HOMEBIZ365 SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE HOMEBIZ365 SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE HOMEBIZ365 SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE HOMEBIZ365 SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HOMEBIZ365 SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS USER AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

ENTIRE AGREEMENT

The User Agreement constitutes the entire agreement between you and HomeBiz365 and governs your use of the HomeBiz365 Service, superseding any prior agreements between you and HomeBiz365.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT HOMEBIZ365 SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF HOMEBIZ365 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

GOVERNING LAW

The User Agreement between you and HomeBiz365 will be governed by and construed in accordance with the laws of the Pune Jurisdiction without regard to conflict of laws principles.