

Terms and Conditions

ACCEPTANCE

BLUEWHALE ONLINE SERVICES PRIVATE LIMITED is an Indian limited liability company that is registered **at 171 sec 18 A Chandigarh**, BLUEWHALE ONLINE SERVICES PRIVATE LIMITED and its affiliates and / or branches (hereinafter together "SUREHAI") provide a collection of online resources which include classified advertisements and forums (collectively, the "Service") on the website , application , application www.surehai.com and related sites and the mobile application of the platform

The Website , application , application and the Service are provided to you subject to these surehai Terms of Use (these "Terms"). For the purpose of the Terms and wherever the context so requires, the terms 'you' and "your" shall mean any person who uses the Website , application , application, application or the Service in any manner whatsoever including persons browsing the Website , application , application and its content, posting comments or any content or responding to any advertisements or content on the Website , application , application or app. By using the Service, you agree to comply with these Terms. Additionally, when using a portion of the Service, you agree to conform to any applicable posted guidelines for such Service, which may change or be updated from time to time at BLUEWHALE ONLINE SERVICES PRIVATE LIMITED's sole discretion. You understand and agree that you are solely responsible for reviewing these Terms from time to time. Should you object to any term or condition of these Terms, any guideline, or any subsequent changes thereto or become unhappy with Surehai or the Service in any way, your only choice is to immediately discontinue use of SUREHAI. These Terms may be updated by SUREHAI at any time at its sole discretion. SUREHAI may send you notices of changes to the Website , application , application, app or the Terms pursuant to Section 21 herein. BLUEWHALE ONLINE SERVICES PRIVATE LIMITED may provide a translation of the English version of the Terms into other languages. You understand and agree that any translation of the Terms into other languages is for your convenience only and that the English version governs the terms of your relationship with BLUEWHALE ONLINE SERVICES PRIVATE LIMITED. Furthermore, if there are any inconsistencies between the English version of the Terms and any translation, the English version of the Terms shall govern.

DESCRIPTION OF SERVICE AND CONTENT POLICY

1. Surehai is the next generation of online classifieds. We act as a venue to allow our users who comply with these Terms to offer, sell, and buy products and services listed on the Website , application , application, app. **Although you may be able to conduct payment and other transactions through the Website , application , application, using third-party vendors such as PayPal, Surehai is not in any way involved in such transactions. As a result, and as discussed in more detail in these Terms, you hereby acknowledge and agree that Surehai is not a party to such transactions, has no control over any element of such transactions, and shall have no liability to any party in connection with such transactions. You use the Service and the Website , application , application at your own risk.**
2. You understand that Surehai does not control, and is not responsible for ads, directory information, business listings/information, messages between users, including without limitation e-mails sent from outside SUREHAI's domain or other means of electronic communication, whether through the Website , application , or another Third Party Website , application , application (defined below) or offerings, comments, user postings, files, images, photos, video, sounds, business listings/information and directory information or any other material made available through the Website , application , application and the Service ("Content"), and that by using the Website , application , application and the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. You acknowledge and agree that you are responsible for and must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will SUREHAI be liable in any way for the Content or for any loss or damage of any kind incurred as a result of the browsing, using or reading any Content listed, e-mailed or otherwise made available via the Service. **You acknowledge and agree that SUREHAI cannot and does not pre-screen or approve any Content, but that SUREHAI has the right, in its sole and absolute discretion, to refuse, delete or move any Content that is or may be available through the Service, for violating these Terms and such violation being brought to SUREHAI's knowledge or for any other reason or no reason at all. Furthermore, the Website , application , application and Content available through the Website , application , application may contain links to other third party website , application , applications ("Third Party Website , application , applications"), which are completely unrelated to SUREHAI. If you link to Third Party Website , application , applications, you may be subject to those Third Party Website , application , applications' terms**

and conditions and other policies. SUREHAI makes no representation or guarantee as to the accuracy or authenticity of the information contained in any such Third Party Website , application , application, and your linking to any other website , application , applications is completely at your own risk and SUREHAI disclaims all liability thereto.

3. You acknowledge and agree that you are solely responsible for your own Content posted on, transmitted through, or linked from the Service and the consequences of posting, transmitting, linking or publishing it. More specifically, you are solely responsible for all Content that you upload, email or otherwise make available via the Service. In connection with such Content posted on, transmitted through, or linked from the Service by you, you affirm, acknowledge, represent, warrant and covenant that: (i) you own or have and shall continue to, for such time the Content is available on the Website , application , application, have the necessary licenses, rights, consents, and permissions to use such Content on the Service and Website , application , application (including without limitation all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all such Content) and authorize SUREHAI to use such Content to enable inclusion and use of the Content in the manner contemplated by the Service, the Website , application , application and these Terms; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person or business in the Content to use the name or likeness of each and every such identifiable individual person or business to enable inclusion and use of the Content in the manner contemplated by the Service, the Website , application , application and these Terms. For clarity, you retain all of your ownership rights in your Content; however, by submitting any Content on the Website , application , application, you hereby grant to SUREHAI an irrevocable, non-cancellable, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Website , application , application and SUREHAI's (and its successors') business, including without limitation for the purpose of promoting and redistributing part or all of the Website , application , application and Content therein (and derivative works thereof) in any media formats and through any media channels now or hereafter known. These rights are required by SUREHAI in order to host and display your Content. Furthermore, by you posting Content to any public area of the Service, you agree to and do hereby grant to SUREHAI all rights necessary to prohibit or allow any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service or Website , application , application by any party for any purpose. You also hereby grant each user of the Website , application , application a non-exclusive license to access your Content through the Website , application , application. The foregoing license to each user granted by you terminates once you or SUREHAI remove or delete such Content from the Website , application , application.
4. SUREHAI does not endorse any Content or any opinion, statement, recommendation, or advice expressed therein, and SUREHAI expressly disclaims any and all liability in connection with user Content. SUREHAI does not permit copyright infringing activities and infringement of intellectual property rights on the Website , application , application, and SUREHAI may, at its sole discretion, remove any infringing Content if properly notified in accordance with applicable law that such Content infringes on another's intellectual property rights. SUREHAI reserves the right to remove any Content without prior notice. SUREHAI may also terminate a user's access to the Website , application , application, if they are determined to be a repeat infringer or found to be indulging in any act contrary to these Terms. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had a user submission removed from the Website , application , application more than twice. Further, at its sole discretion, SUREHAI reserves the right to decide whether any Content is appropriate and complies with these Terms.
5. SUREHAI may provide a video service to you if you upload photographs for your ad. By uploading your photographs, you irrevocably consent to the use of your photographs for this service and represent and warrant that you have all right, title and interest necessary to upload and use the photographs on this service. Under this service, using a third party application or service, SUREHAI may, at its discretion, create a video of your photographs, upload the video via www.youtube.com or another third party service provider, as determined by SUREHAI at its discretion, and embed the video into your ad on SUREHAI.

3. FEATURED ADS

SUREHAI may offer a service known as "Featured Ads" where users may pay a non-refundable fee to have their ads posted in selected locations on the Website , application , application, thus potentially increasing an ads' visibility. In order to purchase a Featured Ad, you may be required to transmit certain information through a third party service provider, which may be governed by its own terms of use and other policies. SUREHAI makes no representation or guarantee as to the safety or security of the information transmitted to any Third Party service provider, and your linking to any Third Party service is completely at your own risk, and SUREHAI disclaims all liability related thereto.

Featured Ads are subject to the Terms listed herein, as well as additional terms of service, which can be viewed

4. CONDUCT

You agree not to post, email, host, display, upload, modify, publish, transmit, update or share any information on the Site, or otherwise make available Content:

1. that violates any law or regulation;
2. that is copyrighted or patented, protected by trade secret or trademark, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission or a license from their rightful owner to post the material and to grant SUREHAI all of the license rights granted herein;
3. that infringes any of the foregoing intellectual property rights of any party, or is Content that you do not have a right to make available under any law, regulation, contractual or fiduciary relationship(s);
4. that is harmful, abusive, unlawful, threatening, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy or other rights, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or illegal gambling or harms or could harm minors in any way or otherwise unlawful in any manner whatsoever;
5. that harasses, degrades, intimidates or is hateful towards any individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
6. that violates any (local) equal employment laws, including but not limited to those prohibiting the stating, in any advertisement for employment, a preference or requirement based on race, color, religion, sex, national origin, age, or disability of the applicant.
7. that threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation;
8. that includes personal or identifying information about another person without that person's explicit consent;
9. that impersonates any person or entity, including, but not limited to, an SUREHAI employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;
10. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
11. that is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch" offer;
12. that constitutes or contains "pyramid schemes," "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," or unsolicited advertisements of a commercial nature;
13. that constitutes or contains any form of advertising or solicitation if (1) posted in areas or categories of the Website , application , application which are not designated for such purposes; or (2) e-mailed to SUREHAI users who have requested not to be contacted about other services, products or commercial interests;
14. that includes links to commercial services or Third Party Website , application , applications, except as specifically allowed by SUREHAI;
15. that advertises any illegal services or the sale of any items the sale of which is prohibited or restricted by applicable law, including without limitation items the sale of which is prohibited or regulated by applicable law;
16. 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 or any other computer resource;
17. that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or
18. that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.

Additionally, you agree not to:

1. contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose, specifically, contact any user to post advertisement on a third party Website , application , application or post any advertisement on behalf of such user; or to "stalk" or otherwise harass anyone;

2. make any libellous or defamatory comments or postings to or against anyone;
3. collect personal data about other users or entities for commercial or unlawful purposes;
4. use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Service, except for internet search engines (e.g., Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file;
5. post Content that is outside the local area or not relevant to the local area, repeatedly post the same or similar Content, or otherwise impose unreasonable or disproportionately large loads on our servers and other infrastructure;
6. post the same item or service in multiple classified categories or forums, or in multiple metropolitan areas;
7. attempt to gain unauthorized access to computer systems owned or controlled by SUREHAI or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the Website , application , application.
8. use any form of automated device or computer program (sometimes referred to as "flagging tools") that enables the use of SUREHAI's "flagging system" or other community control systems without each flag being manually entered by a human that initiates the flag (an "automated flagging device"), or use any such flagging tool to remove posts of competitors, other third parties or to remove posts without a reasonable good faith belief that the post being flagged violates these Terms or any applicable law or regulation.
9. use any automated device or software that enables the submission of automatic postings on SUREHAI without human intervention or authorship (an "automated posting device"), including without limitation, the use of any such automated posting device in connection with bulk postings, or for automatic submission of postings at certain times or intervals; or

Any Content uploaded by you shall be subject to relevant laws and may disabled, or and may be subject to investigation under appropriate laws. Furthermore, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the Site, we may terminate your account/block your access to the Site and we reserve the right to remove any non-compliant Content uploaded by you.

5. PAID POSTINGS

SUREHAI may charge a fee to post Content in some areas of the Service. The fee permits certain Content to be posted in a designated area of the Website , application , application. Each party posting Content to the Service is responsible for said Content and compliance with the Terms. Any such fees paid hereunder are non-refundable in the event any Content is removed from the Service for violating these Terms

6. POSTING AGENTS

As used herein, the term "Posting Agent" refers to a third-party agent, service or intermediary that offers to post Content to the Service on behalf of others. SUREHAI prohibits the use of Posting Agents, directly or indirectly, without the express written permission of SUREHAI. In addition, Posting Agents are not permitted to post Content on behalf of others, directly or indirectly, or otherwise access the Service in order to post Content on behalf of others, except with express written permission or license from SUREHAI.

7. ACCESS TO THE SERVICE

SUREHAI grants you a limited, revocable, non-exclusive license to access and use the Service for personal use. This license granted herein does not include any of the following: (a) access to or use of the Service by Posting Agents; or (b) any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by SUREHAI or as otherwise set forth in these Terms. Notwithstanding the foregoing, general purpose internet search engines and non-commercial public archives that gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file, may engage in the activities set forth in (b). For purposes of this exception, a "general purpose internet search engine" does not include a website , application , application or search engine or other service that specializes in classified listings including any subset of classifieds listings such as housing, for sale, jobs, services, or personals, or which otherwise provides classified ad listing services. The license set forth in this Section permits you to display on your website , application , application, or create a hyperlink thereto, individual postings on the Service so long as such use is for non-commercial and/or news reporting purposes only (e.g., for use in personal blogs or other personal online media). If

the total number of such postings displayed on or linked to your website , application , application exceeds ninety nine (99) postings, your use will be considered to be in violation of these Terms, unless SUREHAI expressly grants you permission otherwise. You are also permitted to create a hyperlink to the home page of the Website , application , application so long as the link does not portray SUREHAI, its employees, affiliates or agents in a false, confusing, misleading, derogatory, or otherwise offensive matter. SUREHAI may offer parts of the Service in RSS format for the purpose of embedding individual RSS feeds into a personal website , application , application or blog, or view postings through third party software news aggregators. SUREHAI permits you to display, excerpt from, and link to any such RSS feeds on your personal website , application , application or personal blog, provided that (a) your use of the RSS feed is for personal, non-commercial purposes only, (b) each title within an RSS feed is correctly linked back to the original post on the Service and redirects the user to the post when the user clicks on it, (c) you provide, in a conspicuous manner, proper attribution to 'SUREHAI' as the source of the RSS feed, (d) your use or display of the RSS feed does not suggest that SUREHAI promotes or endorses any third party causes, opinions, ideas, website , application , applications, products or services, (e) you do not redistribute the RSS feed, and (f) your use does not overburden or otherwise slow the performance of SUREHAI's systems. SUREHAI reserves all rights in and to the content of any RSS feeds provided through the Service and may terminate any RSS feed at any time without notice. Use of the Service beyond the scope of authorized access as set forth in these Terms immediately terminates any permission or license granted herein. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated herein, you must first obtain a license from SUREHAI.

8. NOTIFICATION OF CLAIMS OF INFRINGEMENTS

SUREHAI is not liable for any infringement of copyright arising out of materials posted on or transmitted through the site, or items advertised on the site, by end users or any other third parties.

If you are an owner of intellectual property rights or an agent who is fully authorised to act on behalf of the owner of intellectual property rights and believe that any Content or other content infringes upon your intellectual property right or intellectual property right of the owner on whose behalf you are authorised to act, you may submit a notification to SUREHAI together with a request to SUREHAI to delete the relevant Content in good faith. The notification and the request must contain the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the intellectual property rights claimed to have been infringed, or, if multiple intellectual property rights at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the Content (by means of data or communication link, AD ID, etc.) that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit SUREHAI to locate the material;
4. Information reasonably sufficient to permit SUREHAI to contact you, such as an address, telephone number, and, if available, an electronic mail address;
5. A signed statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the intellectual property right-owner, its agent, or the law;
6. A signed statement that the intellectual property-owner hold SUREHAI harmless from any claim of any third party in connection with the removing by SUREHAI of the relevant content; and
7. A signed statement that the information in the notification is accurate and under penalty of perjury that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notifications must be sent to SUREHAI B.V., Taurusavenue 105, 2132 LS, Hoofddorp, The Netherlands and/or on the Grievance Officers mail id provided hereinbelow.

9. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that the materials on the Website , application , application, other than the user Content that you licensed under Section 2(3) of the Terms, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("**Materials**") and the trademarks, service marks and logos contained therein ("**Marks**"), are owned by or licensed to SUREHAI, and are subject to copyright and other intellectual property rights under Dutch laws, foreign laws and international treaties and/or conventions. In connection with the

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10. USER SUBMISSIONS

You understand that when using the Website , application , application, you will be exposed to Content from a variety of sources, and that SUREHAI is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content, and you agree and assume all liability for your use. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, defamatory or libellous and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against SUREHAI with respect thereto.

11. INDEMNITY

You agree to defend, indemnify and hold harmless SUREHAI, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your use of and access to the Website , application , application and/or the Service; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive termination, modification or expiration of these Terms and your use of the Service and the Website , application , application.

12. NO SPAM POLICY

You understand and agree that sending unsolicited email advertisements or other unsolicited communications to SUREHAI email addresses or through SUREHAI computer systems are expressly prohibited by these Terms. You acknowledge and agree that from time to time SUREHAI may monitor email usage using human monitors or automated software to flag certain words associated with spam or scams in emails that are sent between one user to another in the SUREHAI e mail system. Any communication between yourself and any other user utilizing the communication features available on the Service and the Website , application , application may be used only in accordance with the Terms. Any unauthorized use of SUREHAI computer systems is a violation of these Terms and certain applicable laws. Such violations may subject the sender and his or her agents to civil and criminal penalties.

13. DEALINGS WITH ORGANIZATIONS AND INDIVIDUALS

You acknowledge and agree that SUREHAI shall not be liable for your interactions with any organizations and/or individuals on the Website , application , application or through the Service. This includes, but is not limited to, payment

and delivery of goods and services, and any other terms, conditions, warranties or representations associated with any interaction you may have with other organizations and/or individuals. These dealings are solely between you and such organizations and/or individuals. You agree and acknowledge that SUREHAI shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or interactions. If there is a dispute between participants on the Website , application , application, or between users and any third party, you understand and agree that SUREHAI is under no obligation to become involved in such dispute. In the event that you have a dispute with one or more other users, you hereby release SUREHAI, its officers, employees, agents and successors from any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our Service.

14. LIMITATION AND TERMINATION OF SERVICE

You acknowledge and agree that SUREHAI may establish limits from time to time concerning use of the Service, including among others, the maximum number of days that Content will be maintained or retained by the Service, the maximum number and size of postings, e-mail messages, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service or the Website , application , application. You acknowledge and agree that SUREHAI has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Website , application , application or the Service. You acknowledge and agree that SUREHAI reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that SUREHAI shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service. You acknowledge and agree that SUREHAI, in its sole and absolute discretion, has the right (but not the obligation) to delete or deactivate your account, block your e-mail or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason or no reason at all, including, without limitation, if SUREHAI believes that you have violated these Terms. Further, you agree that SUREHAI shall not be liable to you or any third-party for any termination of your access to the Website , application , application or the Service. Further, you agree not to attempt to use the Service after any such termination.

15. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE WEBSITE , APPLICATION , APPLICATION AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK AND THAT THE WEBSITE , APPLICATION , APPLICATION AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW SUREHAI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE , APPLICATION , APPLICATION AND YOUR USE THEREOF. SUREHAI MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE , APPLICATION , APPLICATION'S CONTENT OR THE CONTENT OF ANY THIRD PARTY WEBSITE , APPLICATION , APPLICATIONS LINKED TO THE WEBSITE , APPLICATION , APPLICATION AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE , APPLICATION , APPLICATION AND SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE , APPLICATION , APPLICATION, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE , APPLICATION , APPLICATION BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, COMMUNICATED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE , APPLICATION , APPLICATION OR THE SERVICE. SUREHAI DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE , APPLICATION , APPLICATION OR ANY HYPERLINKED WEBSITE , APPLICATION , APPLICATION OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND SUREHAI WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND/OR OTHER USERS AND/OR THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A

PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

16. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL SUREHAI, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF SUREHAI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE WEBSITE , APPLICATION , APPLICATION OR THE SERVICE, INCLUDING WITHOUT LIMITATION WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE WEBSITE , APPLICATION , APPLICATION OR THE SERVICE, FROM INABILITY TO USE THE WEBSITE , APPLICATION , APPLICATION OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE WEBSITE , APPLICATION , APPLICATION OR THE SERVICE. SUCH LIMITATION OF LIABILITY SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE , APPLICATION , APPLICATION OR THE SERVICE OR ANY LINKS ON THE WEBSITE , APPLICATION , APPLICATION, AS WELL AS BY REASON OF ANY INFORMATION, OPINIONS OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE , APPLICATION , APPLICATION OR THE SERVICE OR ANY LINKS ON THE SUREHAI SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT SUREHAI SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OR THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. The Website , application , application is controlled and offered by SUREHAI. SUREHAI makes no representations or warranties that the Website , application , application is appropriate for use in other locations. Those who access or use the Website , application , application from other jurisdictions do so at their own volition and risk and are responsible for compliance with local law.

17. ASSIGNMENT

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by SUREHAI without restriction. Any assignment or transfer by you shall be null and void.

18. ABILITY TO ACCEPT TERMS OF SERVICE

This Website , application , application is intended only for adults and that you are eligible to contract as per applicable laws. If you are using/accessing this Website , application , application as a representative of any person/entity, you acknowledge that you are legally authorised to represent that person/entity. Minors, i.e. users of under 18 years of age, are only allowed to access the Website , application , application and use the Service, in the event of approval of their legal representatives or in the event that it concerns an act or a transaction that is usual and acceptable standard in civil life and practice. You affirm that you are either at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In any case, you affirm that you are over the age of 13, as the Website , application , application is not intended for children under 13.

NOTICE TO CHILDREN UNDER THE AGE OF 13 AND THEIR PARENTS OR GUARDIANS If you are under the age of 13, YOU MUST NOT USE THIS WEBSITE , APPLICATION , APPLICATION. Please do not send us your personal information, including your email addresses, name, and/or contact information. If you want to contact us, you may only do so through your parent or legal guardian.

9. GENERAL INFORMATION

These Terms and the other policies posted on the Website , application , application constitute the complete and exclusive understanding and agreement between you and SUREHAI and govern your use of the Service and the Website , application , application superseding all prior understandings, proposals, agreements, negotiations, and discussions between the parties, whether written or oral. The Terms and the relationship between you and SUREHAI shall be governed by the laws of the Netherlands. Any claim you may have against SUREHAI must be submitted to the exclusive jurisdiction the courts of Amsterdam, The Netherlands. However, in the event that you are a consumer it may be that consumer law requires that another law is applicable and that a claim may be submitted to another jurisdiction. The failure of SUREHAI to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid (including, without limitation, because such provision is inconsistent with the laws of another jurisdiction) or inapplicable, the parties

nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision. If any provision or provisions of these Terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Terms shall not in any way be affected or be impaired. YOU AGREE THAT ANY CAUSE OF ACTION BROUGHT BY YOU AND ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE AND/OR THE WEBSITE , APPLICATION , APPLICATION MUST COMMENCE WITHIN A REASONABLE TIME AND IN ANY EVENT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT SUREHAI MAY COMMENCE ANY SUCH CAUSE OF ACTION IN ACCORDANCE WITH THE APPLICABLE STATUTE OF LIMITATIONS UNDER DUTCH LAW. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. These Terms shall inure to the benefit of and be binding upon each party's successors and assigns.

20. VIOLATION OF TERMS AND LIQUIDATED DAMAGES

Please report any violations of the Terms that you become aware of by contacting us using the link at the bottom of the SUREHAI homepage at www.SUREHAI.in. Any failure to act by SUREHAI with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches by you or others. You understand and agree that, because damages are often difficult or impossible to quantify, if actual damages cannot be reasonably calculated then you will be liable to pay SUREHAI the following as liquidated damages (and not a penalty):

1. If SUREHAI establishes any limits on the frequency with which you may access the Service, or terminates your access to or use of the Service, you agree to pay SUREHAI ninety nine euros (€99) for (i) each message posted in excess of such limits or (ii) for each day on which you access SUREHAI in excess of such limits, whichever is higher.
2. If you are a Posting Agent that uses the Service in violation of these Terms, in addition to any liquidated damages under Section 20(5) below you agree to pay SUREHAI ninety nine euros (€99) for each and every item you post in violation of these Terms. A Posting Agent will also be deemed an agent of the party engaging the Posting Agent to access the Service, and such party (by engaging the Posting Agent in violation of these Terms) agrees to pay SUREHAI an additional ninety nine euros (€99) for each item posted by the Posting Agent on behalf of such party in violation of these Terms.
3. If you use SUREHAI e-mail addresses or computer systems to send unsolicited e-mail advertisements to SUREHAI e-mail addresses or any other party, you agree to pay SUREHAI thirty euros (€30) for each such e-mail.
4. If you post messages in violation of these Terms, other than as described above, you agree to pay SUREHAI ninety nine euros (€99) for each such message. Notwithstanding the foregoing, SUREHAI may, in its sole and absolute discretion, issue a warning before assessing damages pursuant to this Section 20(5).
5. If you aggregate, copy, display, mirror, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of these Terms without SUREHAI's express written permission, you agree to pay SUREHAI ten thousand euros (€10,000) for each day on which you engage in such conduct.

If none of the foregoing clauses (a) – (f) are applicable, you agree to pay SUREHAI's actual damages, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms, SUREHAI retains the right to seek equitable remedies, including without limitation, specific performance of any term contained in these Terms, or a preliminary or permanent injunction against the breach or threatened breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof, without the necessity of posting a bond.

21. PRIVACY POLICY

1. Personal Data Protection Act

SUREHAI is responsible for the collection, use, and retention of personal information in the sense of the **(name of act)** and thus in accordance with Indian standards.

2. Type of Information Collected:

When you visit the Website , application , application, we may collect certain non-personal information such as your Internet Protocol ("IP") address, operating system, browser type, and Internet service provider. This type of information does not identify you personally. When you register with the Website , application , application or respond to advertisements or posts on the Website , application , application or post contents on the Website , application ,

application without registering, we may also collect personal information that you provide such as your name, mailing address, email address, phone/mobile number, home country, and zip code ("Registration Information"). You have the option of also providing to us your fax numbers, gender, age, and/or company name if you choose to register with SUREHAI. If you provide your phone number, it will be displayed in your posting. Further, if you have provided your phone number and posted an advertisement using your account, you agree to receive communications on the provided phone number from our side which may include but not be limited to automated calls or text messages. The communication may require you to confirm and verify that your account has been used to post the relevant advertisement on the Website , application , application. We may also collect additional information that our users provide, such as new or deleted postings, new or deleted comments, keyword searches, scam reports and new contact sellers. We use a third-party credit card processing company for purchases, and other third party companies to monitor site traffic, which may, in some instances, store your information. By using this Website , application , application or the Service, you consent to collection, storage, and use of the personal information you provide for any of the services that we offer, and you consent to our collection of any changes or updates that you may provide to any information you provide that is collected by SUREHAI.

3. Cookies

We may use cookies to manage our users' sessions and to store preferences, tracking information, and language selection. Cookies may be used whether you register with us or not. "Cookies" are small text files transferred by a web server to your hard drive and thereafter stored on your computer. The types of information a cookie collects include the date and time you visited, your browsing history, your preferences, and your username. In some instances, our third-party service providers may use cookies on the Website , application , application. We cannot control or access cookies used by third-party service providers. This Privacy Policy covers only Cookies used by us, and not any cookies used by third parties. You have the ability to either accept or decline the use of cookies on your computer, whether you are registered with us or not. Typically, you can configure your browser to not accept cookies. However, declining the use of cookies may limit your access to certain features of the Website , application , application.

4. Third Parties

We use third-party service providers to assist us in measuring purchases and sales on our Website , application , application and generally improving our Website , application , application and to monitor our users' interests and activities. You hereby authorise SUREHAI and/or third party service providers engaged by SUREHAI to collect, use, store, analyse, reproduce, publish, and adapt (either on its own or through third party service provider) the information in relation to your use of the Website , application , application for the purpose of data analysis and for improving your experience on the Website , application , application. In addition, the Website , application , application may occasionally contain links to Third-Party Sites or provide you information in relation to services that you may avail from any third parties. Information about services that you may choose to avail from these third party service providers may be actively provided to you by SUREHAI in any manner including through its various marketing and communication channels. You acknowledge that this is solely undertaken by SUREHAI to improve your experience in relation to the use of the Website , application , application and the provision of such services shall be subject to such additional terms and conditions of SUREHAI and/or third party service providers. SUREHAI may also offer for free or for a fee, deliverables produced by third party service providers in furtherance of any services that you may have availed from these third party service providers in connection with the advertisement posted on the Website , application , application, without any obligation (monetary or otherwise) towards you. SUREHAI shall not be responsible for any service availed by you from such third parties or any payment made by you to such third parties in connection with the services. Any concern or claims in relation to such services should be directed by you to such third parties. If you click on the links to Third-Party Website , application , applications, you leave the Website , application , application. We are not responsible for the content of these Third-Party Website , application , applications or for the security of your personal information when you use the Third Party Website , application , applications. These third-party service providers and Third-Party Sites may have their own privacy policies governing the storage and retention of your personal information that you may be subject to. They may collect information such as your IP address, browser specification, or operating system. This Privacy Policy does not govern personal information provided to, stored on, or used by these third-party providers and Third-Party Sites. We recommend that when you enter a Third-Party Site, you review the Third Party Site's privacy policy as it relates to safeguarding your personal information. We use third-party advertising companies to serve ads when you visit the Website , application , application.

5. How Your Information is Used

We may use information provided by you to: (i) enforce our Terms of Use, monitor user activity, such as keyword searches or new postings, and more effectively manage traffic on the Website , application , application; (ii) provide

customer services, create and manage user accounts; and (iii) assist you with technical difficulties. Also, we may share with third-party service providers certain information, such as your browser capabilities or operating system, that we have collected in order to better understand which advertisements and services may interest you. We may block users located in certain countries from using the Website , application , application. We may retain such information for as long as is required to fulfil our business objective, even after your account is terminated.

6. Protecting Your Personal Information

You are a valued customer, and we recognize that protecting your privacy is important to you. For this reason, we are committed to protecting the personal information you provide in a variety of ways. We do not directly process any payments and do not store your credit card information. Secured socket layer ("SSL") technology is used for processing payment transactions with third- party service provider partners, such as Click & Buy, PayPal, and DineroMail. Your Registration Information may be protected by a unique customer password and user ID. You should not disclose your password information to anyone and you should always remember to log off if using a shared computer. Lastly, you may utilize the Website , application , application as an anonymous user by not registering. We have taken certain security protections in safeguarding your personal information. However, as with most electronic transactions, no method is 100% safe. While we strive to use a commercially acceptable means to protect the personal information you provide, we cannot guarantee its security. Therefore, you acknowledge and agree that we assume no liability regarding the theft, loss, alteration or misuse of personal or other information or Content, including, without limitation, such information that has been provided to third parties or other users, or with regards to the failure of a third party to abide by the agreement between us and such third party. You may participate in our Forum or utilize our Comments feature. For postings to the Forum, your username will be posted. For postings using the Comments feature, your name and email will only be posted if you provide it in the comment. We strongly discourage posting any information on these features or in any Content posted by you that you do not want others to see. You agree that you are responsible for maintaining the confidentiality of your username and password, and all uses of your account, whether or not you have authorized such use.

7. Accessing and Modifying Personal Information and Communication Preferences

You may access, remove, review, and/or make changes to personal information that you have provided to us via the Contact Support form. You need not register in order to post or respond to advertisements on the Website , application , application. If you register or respond to advertisements or posts on the Website , application , application or post any content on the Website , application , application, we may send you certain notifications, advertisements, promotions, surveys, text messages, specials and phone calls in relation to the Services. You hereby unconditionally allow us and our service providers to contact you via text messages or by phone calls and agree that you shall have no claim against SUREHAI or its service providers under any applicable law. We may also send you any legally required notifications and certain notifications, including but not limited to, service related notices or notices regarding a change to any of our policies. For example, we may send you a notice regarding server problems or scheduled maintenance to the Website , application , application. In order to opt-out of receiving these notices, you may need to deactivate your account. You can opt out of certain e-mail communications from us, including our newsletters, advice on buying and selling on the Website , application , application, notifications that a user has commented on your posting, and notifications that you can refresh your posting. We will not change your preferences without your consent. You cannot opt out of receiving transactional communications from SUREHAI related to your account.

8. Disclosures

On rare occasions, we may be required to disclose your personal information due to legal or regulatory requirements. In such instances, we reserve the right to disclose your personal information as required in order to comply with our legal obligations, including but not limited to complying with court orders, warrants, subpoenas, service of process requirements, or discovery requests. We may also disclose information about our users to law enforcement officers or others, in the good faith belief that such disclosure is reasonably necessary to enforce these Terms and/or Privacy Policy; respond to claims that any Content violates the rights of third-parties; or protect the rights, property, or personal safety of SUREHAI, our users or the general public. You agree and acknowledge that we may not inform you prior to or after disclosures made according to this section. If substantially all of our assets are sold or merged into another company, the acquiring company shall be given access to your personal information without your consent. If we sell only a part of our business, the acquiring entity shall have access to your personal information without your consent and we may send you a notice regarding this sale.

9. Notification of Changes

We reserve the right to change these Terms from time to time, and at our sole discretion. We may send you a notice regarding material changes to these Terms, including the Privacy Policy or the Website , application , application. You should make note of the "last updated date" at the beginning of the Terms. With this information, you should be able to identify if the Terms have been updated recently.

10. Disputes

Any disputes regarding your privacy are subject to the Terms, including but not limited to any provisions related to indemnification, limitations on damages, and choice of law and forum.

11. How to Contact Us

If you have questions about this Privacy Policy, please contact SUREHAI via the Legal Issues report form with "Privacy Policy" in the subject line.

GRIEVANCE OFFICER

If you have any grievance with respect to the Website , application or the Service, you can contact our grievance officer at:

Email: info@SUREHAI.in