

# TERMS AND CONDITIONS

## **ConvergeAI - Service Marketplace Platform**

**Effective Date:** January 1, 2025

**Last Updated:** October 07, 2025

## **1. INTRODUCTION AND ACCEPTANCE OF TERMS**

### **1.1 About ConvergeAI**

ConvergeAI Technologies Private Limited ("Company", "we", "us", or "our"), operating under the brand name "ConvergeAI", provides an online marketplace platform connecting customers seeking home and professional services with independent service providers. Our platform facilitates service discovery, booking, payment processing, and customer support.

### **1.2 Acceptance of Terms**

By accessing, browsing, or using the ConvergeAI platform (including our website, mobile applications, and any related services, collectively referred to as the "Platform"), you ("User", "you", or "your") acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions ("Terms"), along with our Privacy Policy, Refund Policy, and any other policies referenced herein.

### **1.3 Eligibility**

To use our Platform, you must:

- Be at least 18 years of age
- Have the legal capacity to enter into binding contracts
- Not be prohibited from using the Platform under applicable laws
- Provide accurate and complete registration information
- Maintain the security of your account credentials

### **1.4 Modifications to Terms**

We reserve the right to modify these Terms at any time. Material changes will be notified through:

- Email notification to registered users
- Prominent notice on the Platform

- In-app notifications

Continued use of the Platform after such modifications constitutes acceptance of the revised Terms.

## 2. DEFINITIONS

For the purposes of these Terms:

**"Customer"** means any individual or entity using the Platform to book services.

**"Service Provider"** or **"Provider"** means any independent contractor registered on the Platform to offer services.

**"Service"** means any home service, professional service, or related offering available through the Platform.

**"Booking"** means a confirmed service request placed by a Customer through the Platform.

**"Service Fee"** means the fee charged by the Platform for facilitating the transaction.

**"Service Charge"** means the amount payable to the Service Provider for performing the service.

**"Total Amount"** means the sum of Service Charge, Service Fee, applicable taxes, and any other charges.

## 3. PLATFORM SERVICES

### 3.1 Nature of Services

ConvergeAI operates as an intermediary platform that:

- Connects Customers with Service Providers
- Facilitates service discovery and booking
- Processes payments on behalf of Service Providers
- Provides customer support and dispute resolution
- Maintains quality standards through ratings and reviews

### 3.2 Platform Role

**IMPORTANT:** ConvergeAI is a technology platform and marketplace facilitator. We:

- Do NOT employ Service Providers
- Do NOT provide services directly

- Do NOT guarantee service quality or outcomes
- Act solely as an intermediary between Customers and Service Providers

Service Providers are independent contractors responsible for their own services, equipment, insurance, and compliance with applicable laws.

### **3.3 Service Categories**

The Platform offers services across multiple categories including but not limited to:

- Home Cleaning (Deep Cleaning, Regular Cleaning, Kitchen, Bathroom, Sofa)
- Appliance Repair (AC, Refrigerator, Washing Machine, Microwave, TV)
- Plumbing (Installation, Repair, Maintenance)
- Electrical Services (Wiring, Fixture Installation, Repair)
- Carpentry (Furniture Assembly, Repair, Custom Work)
- Painting (Interior, Exterior, Touch-up)
- Pest Control (Termite, Cockroach, Rodent, Bed Bug)
- Beauty & Wellness (Salon at Home, Spa, Massage)
- Tutoring & Education (Academic, Music, Language, Skill Development)
- Event Services (Photography, Catering, Decoration)
- Moving & Packing
- And other services as added from time to time

## **4. USER ACCOUNTS**

### **4.1 Registration**

To use certain features of the Platform, you must create an account by providing:

- Valid mobile number (mandatory)
- Email address (recommended)
- Full name
- Service address (for Customers)
- Additional information as required

### **4.2 Account Security**

You are responsible for:

- Maintaining the confidentiality of your account credentials
- All activities that occur under your account
- Notifying us immediately of any unauthorized access
- Using strong passwords and enabling two-factor authentication

### **4.3 Account Verification**

We may require verification of:

- Mobile number (via OTP)
- Email address (via verification link)
- Identity documents (for Service Providers)
- Address proof (for Service Providers)
- Professional certifications (for specialized services)

### **4.4 Account Suspension and Termination**

We reserve the right to suspend or terminate accounts that:

- Violate these Terms
- Engage in fraudulent activities
- Provide false information
- Abuse the Platform or other users
- Fail to pay outstanding amounts
- Receive multiple negative reviews or complaints

## **5. BOOKING PROCESS**

### **5.1 Service Discovery**

Customers can discover services through:

- Category browsing
- Search functionality
- AI-powered recommendations
- Featured services
- Location-based suggestions

## **5.2 Service Selection**

When selecting a service, Customers can view:

- Service description and inclusions
- Pricing and package options
- Service Provider ratings and reviews
- Estimated duration
- Availability
- Terms and conditions specific to the service

## **5.3 Booking Confirmation**

A booking is confirmed when:

- Customer selects service, date, time, and address
- Customer reviews and accepts the total amount
- Payment is successfully processed or payment method is confirmed
- Service Provider accepts the booking (if applicable)
- Customer receives booking confirmation via SMS/email

## **5.4 Booking Modifications**

Customers may modify bookings subject to:

- Modification request made at least 6 hours before scheduled time
- Service Provider availability for new date/time
- No additional charges for first modification
- Subsequent modifications may incur charges

## **5.5 Service Provider Assignment**

- Service Providers are assigned based on availability, location, ratings, and specialization
- Customers may request specific Service Providers (subject to availability)
- We reserve the right to reassign Service Providers due to unavailability or other factors

# **6. PRICING AND PAYMENTS**

## **6.1 Pricing Structure**

Prices displayed on the Platform include:

- Base service charge
- Platform service fee
- Applicable taxes (GST)
- Any additional charges (materials, travel, etc.)

## 6.2 Price Variations

Prices may vary based on:

- Service location (pincode)
- Service complexity
- Time of service (peak hours, weekends, holidays)
- Seasonal demand
- Special requirements

## 6.3 Payment Methods

Accepted payment methods include:

- Credit/Debit Cards (Visa, Mastercard, RuPay, Amex)
- Net Banking
- UPI (Google Pay, PhonePe, Paytm, etc.)
- Digital Wallets (Paytm, Mobikwik, etc.)
- Cash on Delivery (for select services)
- ConvergeAI Wallet

## 6.4 Payment Processing

- Payments are processed through secure, PCI-DSS compliant payment gateways
- Payment information is encrypted and not stored on our servers
- Payment confirmation is sent via SMS/email
- Invoices are generated and available in user account

## 6.5 Payment Timing

- **Prepaid Services:** Full payment required at booking
- **Postpaid Services:** Payment after service completion
- **Partial Payment:** Advance payment with balance due after service

## 6.6 Service Fee

ConvergeAI charges a service fee (typically 10-20% of service charge) for:

- Platform maintenance and development
- Customer support
- Payment processing
- Quality assurance
- Marketing and promotions

## 6.7 Additional Charges

Additional charges may apply for:

- Materials and consumables used
- Extra work beyond scope
- Travel beyond standard radius
- Urgent or same-day bookings
- Specialized equipment or tools

Customers will be informed of additional charges before they are applied.

# 7. CANCELLATION AND REFUNDS

## 7.1 Cancellation by Customer

### **Free Cancellation Window:**

- Cancellations made more than 6 hours before scheduled time: Full refund
- Cancellations made 3-6 hours before: 50% refund
- Cancellations made less than 3 hours before: No refund
- No-show by Customer: No refund

### **Exceptions:**

- Medical emergencies (with valid documentation): Full refund
- Natural disasters or force majeure: Full refund
- Service Provider cancellation: Full refund

## 7.2 Cancellation by Service Provider

If a Service Provider cancels:

- Customer receives full refund
- Service Provider may face penalties
- We will attempt to assign alternate Service Provider
- Customer may choose to reschedule or cancel

### **7.3 Refund Processing**

- Refunds are processed within 5-7 business days
- Refunds are credited to original payment method
- Wallet refunds are instant
- Refund status can be tracked in user account

### **7.4 Partial Refunds**

Partial refunds may be issued for:

- Incomplete services
- Service quality issues
- Delayed service completion
- Scope reduction

Amount determined based on work completed and issue severity.

## **8. SERVICE QUALITY AND STANDARDS**

### **8.1 Quality Commitment**

We strive to maintain high service quality through:

- Service Provider verification and background checks
- Training and certification programs
- Regular quality audits
- Customer feedback and ratings
- Mystery shopping programs

### **8.2 Service Standards**

Service Providers are expected to:



- Arrive on time (within 15-minute window)
- Carry necessary tools and equipment
- Wear proper identification
- Maintain professional conduct
- Complete work as per specifications
- Clean up after service completion
- Provide service warranty (if applicable)

### **8.3 Customer Responsibilities**

Customers must:

- Provide accurate service address and contact information
- Be present or arrange for someone to be present
- Provide access to service area
- Inform of any special requirements or hazards
- Provide necessary utilities (water, electricity)
- Secure valuables and pets

### **8.4 Service Warranty**

- Standard warranty: 7-30 days (varies by service)
- Warranty covers workmanship defects
- Warranty does not cover misuse or normal wear
- Warranty claims must be reported within warranty period
- Free re-service provided for valid warranty claims

## **9. RATINGS AND REVIEWS**

### **9.1 Review System**

Customers can rate and review:

- Service quality (1-5 stars)
- Service Provider professionalism
- Timeliness
- Value for money

- Overall experience

## **9.2 Review Guidelines**

Reviews must:

- Be based on actual service experience
- Be honest and factual
- Not contain offensive language
- Not include personal information
- Not be incentivized or fake

## **9.3 Review Moderation**

We reserve the right to:

- Remove reviews violating guidelines
- Verify authenticity of reviews
- Take action against fake reviews
- Respond to reviews on behalf of Service Providers

## **9.4 Impact on Service Providers**

- Low ratings may result in reduced visibility
- Consistently poor ratings may lead to suspension
- High ratings earn featured placement
- Reviews influence customer booking decisions

# **10. COMPLAINTS AND DISPUTE RESOLUTION**

## **10.1 Complaint Process**

Customers can file complaints for:

- Service quality issues
- Service Provider behavior
- Billing disputes
- Delayed or incomplete service
- Safety concerns

## **10.2 Complaint Channels**

- In-app complaint form
- Email: [complaints@convergeai.com](mailto:complaints@convergeai.com)
- Phone: +91-120-4567890
- Customer support chat

## **10.3 Complaint Resolution**

- Complaints acknowledged within 24 hours
- Investigation completed within 3-5 business days
- Resolution provided based on findings
- Escalation to senior team if unresolved

## **10.4 Dispute Resolution**

For unresolved disputes:

- Mediation through Platform
- Arbitration as per Indian Arbitration and Conciliation Act, 1996
- Jurisdiction: Courts of Noida, Uttar Pradesh

# **11. PROHIBITED ACTIVITIES**

Users must NOT:

- Provide false or misleading information
- Use Platform for illegal activities
- Harass, abuse, or threaten other users
- Attempt to bypass payment systems
- Create multiple accounts to abuse promotions
- Share account credentials
- Scrape or copy Platform content
- Reverse engineer Platform technology
- Post spam or unauthorized advertisements
- Violate intellectual property rights
- Engage in fraudulent activities

Violation may result in account suspension, legal action, and liability for damages.

## **12. INTELLECTUAL PROPERTY**

### **12.1 Platform Ownership**

All Platform content, including:

- Software and code
- Design and layout
- Logos and trademarks
- Text, images, and videos
- Algorithms and processes

are owned by ConvergeAI or licensed to us. Unauthorized use is prohibited.

### **12.2 User Content**

By posting content (reviews, photos, etc.), you grant us:

- Non-exclusive, worldwide, royalty-free license
- Right to use, modify, and display content
- Right to use for marketing and promotional purposes

You retain ownership of your content.

### **12.3 Trademark Usage**

"ConvergeAI" and related marks are our trademarks. Use without permission is prohibited.

## **13. LIMITATION OF LIABILITY**

### **13.1 Platform Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- We are not liable for Service Provider actions or omissions
- We do not guarantee service quality or outcomes
- We are not responsible for property damage or personal injury
- Our liability is limited to the amount paid for the specific service

## **13.2 Disclaimer of Warranties**

THE PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

## **13.3 Indemnification**

You agree to indemnify and hold us harmless from claims arising from:

- Your use of the Platform
- Your violation of these Terms
- Your violation of third-party rights

# **14. PRIVACY AND DATA PROTECTION**

## **14.1 Data Collection**

We collect and process personal data as described in our Privacy Policy.

## **14.2 Data Security**

We implement industry-standard security measures to protect your data.

## **14.3 Data Sharing**

We may share data with:

- Service Providers (for service delivery)
- Payment processors
- Government authorities (when required by law)
- Third-party service providers (with your consent)

# **15. GENERAL PROVISIONS**

## **15.1 Governing Law**

These Terms are governed by the laws of India.

## **15.2 Jurisdiction**

Courts of Noida, Uttar Pradesh have exclusive jurisdiction.

### **15.3 Severability**

If any provision is found invalid, remaining provisions remain in effect.

### **15.4 Entire Agreement**

These Terms constitute the entire agreement between you and ConvergeAI.

### **15.5 Contact Information**

For questions or concerns:

**ConvergeAI Technologies Private Limited**

123 Tech Park, Sector 62, Noida, Uttar Pradesh 201301, India

Email: [support@convergeai.com](mailto:support@convergeai.com)

Phone: +91-120-4567890

Website: <https://www.convergeai.com>

**By using the ConvergeAI Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.**

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