

**WINDY TERMS AND CONDITIONS**

These Website Terms Of Use ("Terms Of Use" or "Terms") Is An Electronic Record In The Form Of An Electronic Contract Formed Under Information Technology Act, 2000 And Rules Made Thereunder And The Amended Provisions Pertaining To Electronic Documents /Records In Various Statutes As Amended By The Information Technology Act, 2008. These Terms Of Use Do Not Require Any Physical, Electronic Or Digital Signature.

These Terms Of Use Is A Legally Binding Document Between The User And Windy Digital Marketing LLP. (Both Terms Defined Below). These Terms Of Use Will Be Effective Upon Your Acceptance Of The Same (Directly Or Indirectly In Electronic Form Or By Means Of An Electronic Record) And Will Govern The Relationship Between User And Windy (Defined Below) For The Use Of The Website To Purchase Product/S Service/S Available There in.

This Document Is Published And Shall Be Construed In Accordance With The Provisions Of Rule 3 (1) Of The Information Technology (Intermediaries Guidelines) Rules, 2011 Under Information Technology Act, 2000 That Require Publishing The Rules And Regulations, Privacy Policy And User Terms For Access Or Usage Of The Website.

These Terms Of Use Of The Website Located At The Url [www.windy\\_services](http://www.windy_services) ([https://windy\\_services/](https://windy_services/)) And mobile application under the Name And Style "Windy" (The "Website" App) Is Between Windy Digital Marketing LLP (Hereinafter Referred To As "windy\_services" or "We" or "Us" or "Our" Or "BDLM") And The Guest User Or Registered User Of The Website Hereinafter Referred To As "You" or "Your" or "Yourself" or "Guest User" Describe The Terms On Which Windy\_services Offers You Access To The Website And Such Other Services As Are Incidental And Ancillary Thereto ("Services").

Windy And You Are Hereinafter Individually Referred To As "Party" And Collectively As "Parties", As The Context May Require.

Please Read These Terms Of Use Carefully Before Using Or Registering On The Website Or Accessing Any Material, Information Or Services Through The Website. If You Do Not Agree With These Terms Of Use, Please Do Not Use The Website/Mobile Application

If You Are Accessing The Windy Mobile Application Or Accessing The Services Through the windy\_services Website Then While These Terms Of Use Will Apply To Such Use, There May Be Additional Terms (Such As The Terms Imposed By Mobile Application Stores Like Apple's App Store, Android's Play Store, Microsoft's Store From Time To Time) Which Will Govern The Use Of The Mobile Application. These Additional Terms To The Extent Applicable Are Hereby Deemed To Be Incorporated In These Terms Of Use By Way Of Reference.

This Agreement Sets Forth The Terms And Conditions That Apply To The Use Of The Site By The User. By Using This Site, The User Agrees To Comply With All Of The T&C Hereof. The Right To Use The Site Is Personal To The User And Is Not Transferable To Any Other Person Or Entity. The User Shall Be Responsible For Protecting The Confidentiality Of Their Password(S), If Any. The User Acknowledges That, Although The Internet Is Often A Secure Environment, Sometimes There Are Interruptions In Service Or Events That Are Beyond The Control Of The Company, And The Company Shall Not Be Responsible For Any Data Lost While Transmitting Information On The Internet. While It Is The Company's Objective To Make The Site Accessible 24 Hours Per Day, 7 Days Per Week, The Site May Be Unavailable From Time To Time For Any Reason Including, Without Limitation, Routine Maintenance, Due To Overload.

Cyber Attack, Bug In Code Etc. You Understand And Acknowledge That Due To Unavoidable Circumstances Both Within And Outside Of The Control Of The Company, Access To The Site May Be Interrupted, Suspended Or Terminated From Time To Time. Data Loss May Occur Due To Various Reasons. On The Manifestation Of The Data Loss Issue, We Might Put The Service Down In Order To Reconstruct The Data From The Back Up. The Company Shall Have The Right At Any Time To Change Or Discontinue Any Aspect Or Feature Of The Site, Including, But Not Limited To, Content, Hours Of Availability And Equipment Needed For Access Or Use. Further, The Company May Discontinue Disseminating Any Portion Of Information Or Category Of Information May Change Or Eliminate Any Transmission Method And May Change Transmission Speeds Or Other Signal Characteristics.

Windy Mobile Application And Website Keeps A Track Of User Location To Give Better Location Based Services To Its Users. User Location Is Not Stored Without The Consent Of The User And Is Never Shared With Any Third Party. We May Share, Use Some User Info For Better User Experience.

**Website Segments: Website Is Divided Into Various Major Segments**

Windy is not responsible for any products or services you purchase from our platform, as Windy is providing third party support to its vendors to reach its customers. We are an integrated site that provides sales services and marketing support to sellers

- **Reference Code : (RC):** The person who registered his name on [www.windy\\_services](http://www.windy_services) by agreeing to all the terms and conditions. At that time the user gets the **Reference code / User code.** (e.g. **BZ 670987**) When registering for the first time on the website, the reference code of any pre-registered user or business partner (BP) is required.
- **UPV: User Purchase value:** According to the actual purchase price collected from all the departments through the user company's website, the total price is known as UPV as per the business value determined by the company for each item to the user.
- **User:** The person who registered your name on [www.windy\\_services](http://www.windy_services) by agreeing to all the terms and conditions.  
E.g.: After registering on the company's website, the person will be treated as a user till he makes a total purchase of Rs. 1999 /-.
- **BP: Business partner:** Users make a combined purchase of ₹ 1999/- from all departments through the company's website, known as BP.  
The user himself becomes a business partner at the same time or in stages when he /she purchase any of the products worth at least Rs. 999 /- out of the total product displayed on [www.windy\\_services](http://www.windy_services). Cash back on purchases made by the business partner himself. Also its reference will be eligible for cash back on the total purchase price of the business partner linked to windy\_services.  
E.g.: When a person first buys Rs.500 /- after registering on [www.windy\\_services](http://www.windy_services). A few days later he bought it for Rs.1500 /- . At the time, he was a business partner. Because he has bought a total of Rs. 1999/- or more. This means that the business partner is eligible for cash back.
- **SBP: Senior business partner:**  
USER / BP register a new name for its close, acquaintances at [www.windy\\_services](http://www.windy_services). When registering a new user whose reference code is used. That USER / BP is promoted and it becomes SBP.  
i) SBP is eligible for cash back only on purchases made by BP.  
ii) SBP does not have any number limit for registering a new user under its own reference code. E.g. SBP can register at least 1 and unlimited new user / BP.
- **EBP: Executive Business Partner:**  
When an SBP qualifies at least 1 BP in his team to become an SBP, Then that SBP is promoted and becomes EBP.  
• EBP is eligible for cash back on purchases made by SBP and BP.  
ii) EBP is not a number constraint for SBP under its own reference code.  
E.g. EBP can generate at least 1 and unlimited SBP.
- **RBP: REGIONAL BUSINESS PARTNER:**  
When an EBP qualifies at least 1 SBP in his team to become an EBP, Then that EBP is promoted and becomes RBP.

**VARIOUS CASH BACK OPTIONS:**

- **DCB: Direct Cash back:** BP / SBP / EBP with their own reference code on [www.windy\\_services](http://www.windy_services), the person / USER who is registered. DCB is the cash back that each person / USER receives on each total purchase made through the website.
- **ITCB: Indirect Turnover Cash back:** The BP / SBP / EBP has registered the person / USER under its own reference code. ITCB is the total cash back received by each member of his team / USERS / BP / SBP / EBP on each and every purchase made through the website.
- **Rewards:** The user registered the business name by prompting a vendor to register his business on [www.windy\\_services](http://www.windy_services). At that time the instigating user will be given Rs. 99/- to Rs. 499/- as Rewards.  
When the vendor registers the business name on the website, the vendor should use the user's reference code.
- **Eligibility for Cash Back / Reward:** User does not receive cash back. It becomes BP after the user himself makes a purchase of at least Rs. 999 /- through the website. And is eligible for cash back / rewards.
- **Level / Promotion and Cash back/Rewards :**

| LEVEL | DESIGNATION                | Short Form | CASH BACK/ REWARD *(as per business credit value) | Type |
|-------|----------------------------|------------|---|------|
| 1     | User                       | User       | Does not Receive                                  |      |
| 2     | BUSINESS PARTNER           | BP         | 0%  |      |
| 3     | Senior BUSINESS PARTNER    | SBP        | 10%   | DCB  |
| 4     | EXECUTIVE BUSINESS PARTNER | EBP        | 5%  | ITCB |
| 5     | REGIONAL BUSINESS PARTNER  | RBP        | 3%  | ITCB |
| 6     | Club Member                | CM         | 2%  | ITCB |
| 7     | CEO Club Member            | CCM        | 1%  | ITCB |

\* Business credit value: Based on the selling price of the item provided by the seller, BDML Company will determine the credit value of each item price for the user, subject to cashback or rewards. From that, the cashback will be given after deducting all kinds of government taxes.

**Promotion & Cash Back/Reward Process:**

1) When a user joins Windy through a website, he becomes a user. He gets the business code. This is also called reference code (RC). This reference code must be used when registering a new user. The person whose RC is inserted as a reference, his level is changed and he is promoted to a higher level.

E.g. Mr. Thomas is a Level-1 user. And Mr Thomas's RC is B2234499. If Mr. John uses the reference code B2234499 when registering on [www.windy\\_services](http://www.windy_services). Mr. Thomas will add Mr. John here and Mr. Thomas will be promoted to Level-2 Business Partner (BP).

2) As per the example above, when a user registers a new user under him and he becomes a Business Partner (BP). But he is not eligible for cash back, because to get cash back, the user has to make a purchase of at least Rs. 999 /- from the website.

E.g. In the above example, if Mr. Thomas himself made a purchase of Rs. 999 /- through the website, then Mr. Thomas will get 10% direct cash back (DCB) of the total purchase price through Mr. John's website.

**Stopping Cash Back :** Users in their circle can be eligible for cash back / reward only after purchasing a minimum of Rs. 999/- through the website itself. If the user can take the promotion after joining, but under his BUSINESS code / RC the cash back / reward he gets on the purchase made by the user is stopped till he is eligible to get the user commission.

**CASH BACK/REWARD PROCESS:** This will be cash back / reward process based on the total purchase price generated in a month. The system automatically calculates its SBP / EBP / RBP from time to time according to each USER's purchase price. However, the rejected / reverse purchase will be processed every month by deducting cash back / reward, so that it will be credited to the user's bank account every month in 60 to 120 days after purchase from the website as per the demand of the user or in stages. USER's profile has a Withdraw REQUEST Option for Cash Back / Reward Request. USER's cash back amount will be sent in multiples of at least Rs.500.

**How do I create my Team/Circle and get cash back?**

Windy is a group of manufacturers and consumers. A person registers his name and mobile number (mobile number is registered only on ce). We call it user. The user can add at least one and at most new users using his reference number. When new users are added, they are considered in the first level of the direct team. USER is given 10% cash back on the total purchases of all the customers in the team created by the user.

**Step-1.** You first registered the mobile number and name on the Windy website. (There is no registration fee)

**Step-2.** The BC (Business Code) /Windy code/ RC (Reference Code) system is automatically generated after registration. E.g. BZ-234499 (Reference code is used when adding a new USER inside you.)

**Step-3.** You have to buy the item for Rs. 1999 / - on [www.windy\\_services](http://www.windy_services). So your team / circle is eligible for cash back / rewards on the purchase price of USER.

**Step-4.** BP - Business Partner Degree.

- i) After purchase of Rs. 1999 / -
- ii) USER will be promoted to BP
- iii) USER will be eligible for cash back.
- iv) After adding a new USER within you (you can add unlimited USERS with the help of your BC / RC)

**Step-5.** You get a cash back / reward of 10% of each purchase price after the purchase by the designated USER.

**\*For the sake of understanding in all the examples below, 100% credit of the product price to the user has been assumed for the calculation of cash back.**

E.g. You have registered 1 new USERS under your BC / RC. In it, everyone bought for Rs 10,000. So UPV is 10,000 X 1 = 10,000 UPV (USER PURCHASE VALUE).

**Your Benefit-**

- i) 1 USERS will be promoted to BP (Business Partner)
- ii) You were BP. Now you have been promoted to SBP.
- iii) You will get 10% \*of UPV 10,000/- i.e. Rs. 1,000 /- cash back / reward. (Windy's platform charges, all taxes & other charges will be deducted from this) (\*If these 1 USERS ever buy LIFETIME in the future, you will get 10%)

**Step-6.** You have designated, 1 USERS have registered 5 new USERS each under its BC / RC and added to Windy . (5 USERS of 1 SBPs / 5 new USERS of BP each means a total of 5 new USERS were added)

**Your advantage-**

- i) 1 BP will be promoted to SBP.
- ii) You were SBP. Now you have been promoted to EBP.
- iii) If the above 5 new users make a purchase of Rs. 10,000 / - each, then

**Result-**

- i) 1 SBP will get 10% of total purchase, each will get 5 new USERS X 10,000 / - = 50,000 / - (UPV). Each SBP will get 10% of the total purchase i.e. Rs 5000 / - cash back / reward.
- ii) You will get EBP which is 5% of the total purchase price (UPV).

**EBP income:- 5% of total UPA i.e. 50000 / - \* 5% = 2,500 / - will get cash back / reward.**

**Step-7.** The 5 new USERS under one of the above SBPs registered 5 new USERS each below their BC / RC.

- i) 25 USERS of 5 SBPs / 5 new USERS of BP each means a total of 25 new USERS were added.
- ii) 5 BP. They will be promoted to SBP.5
- iii) 1 SBP. They will be promoted to EBP.
- iv) You were EBP. You will be promoted to RBP.

**EXAMPLE :-** 25 New USERS made a purchase of Rs. 10,000 each, while the total USER purchase price (UPV) was Rs. 2,50,000.

**YOU & YOUR Benefits-**

5 SBPs will get 10% cash back / reward. 5 USERS X 10000 (UPV) = Rs. 50,000 / -  
 You are RBP. You will get 3% of UPV. That is 2,50,000 X 3% = 7,500 / - cash back / reward.  
 EBP will get 5% cash back / reward, That is 2,50,000 X 5% = 12,500 / - cash back / reward  
 SBP will get 10% cash back / reward, That is 2,50,000 X 10% = 25,000 / - cash back / reward

**TABLE OF TEAM / WINDY BUSINESS CIRCLE :-**

|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   | level |   |   | Orig | CB*  |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|-------|---|---|------|------|
|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   | YOU   |   |   | RBP  | 3%*  |
|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   | 1     |   |   | EBP  | 5%*  |
|   |   | 1 |   |   |   |   |   |   |   |   |   |   |   |   |   |   | 1     |   |   | SBP  | 10%* |
| 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1     | 1 | 1 | BP   | 0%   |

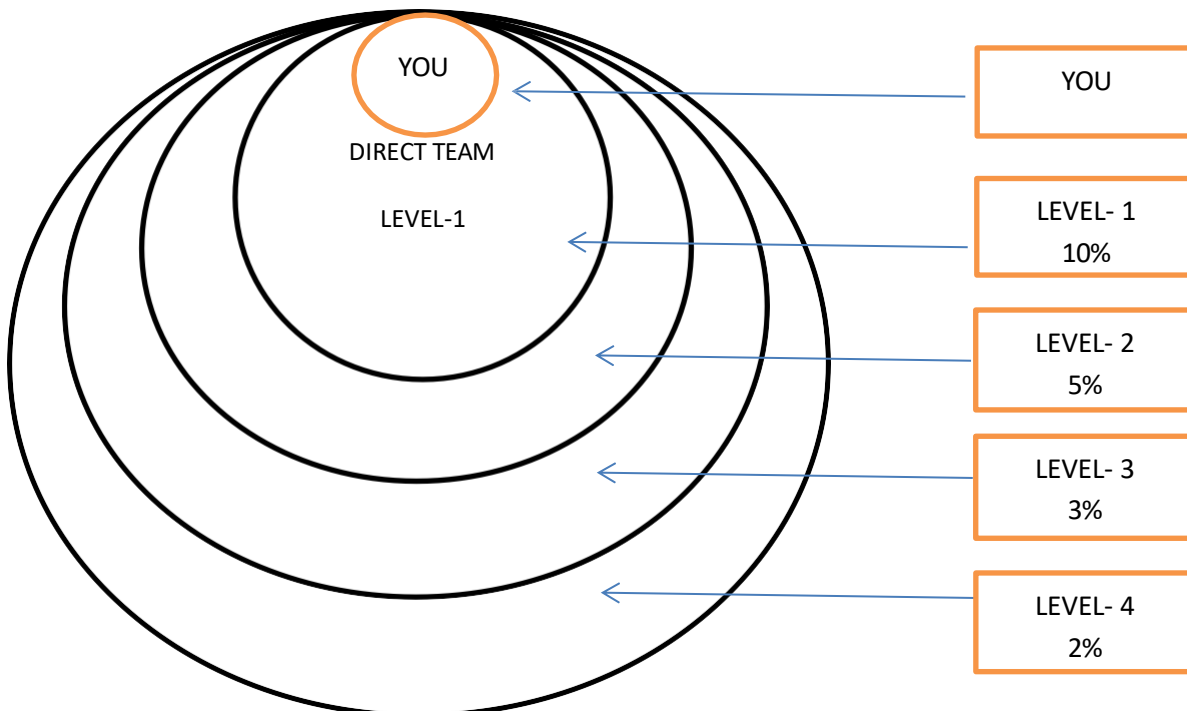
\*Each RBP can generate many EBP, there is no limit to it.

\*CB means Cash Back/Reward

\*The cash back percentage on Total UPV is given.

**Important Note:** We provide Cash back / Reward is a unique combination of seller commissions and advertising revenue from a variety of partners. Windy is fully responsible for 100% cash back upon receipt of full commission and approval from the seller / intermediary (this process is entirely dependent on new purchases made by USERS/ BP and tagged under purchases made by other users as per ITCB.) The company will not be responsible for any delay in cash back / reward. As a user, you confirm that the cash back / reward timeline has not been committed by the company and may take longer. All payments will be made by deducting taxes and fees applicable as per company policy and government directives which may change from time to time.

**WINDY BUSINESS CIRCLE :-**



| LEVEL   | DESIGNATION                              | CASHBACK FROM %* | *Conditions   |
|---------|--|------------------|---|
| LEVEL-0 | BUSINESS PARTNER                         | 0%               |   |
| LEVEL-1 | SENIOR BUSINESS PARTNER (Dealer)         | 10%              | The cash back or reward depends on the business value determined by the company to the user of the selling price of the seller's product. |
| LEVEL-2 | EXECUTIVE BUSINESS PARTNER (Distributor) | 5%               | The cash back or reward depends on the business value determined by the company to the user of the selling price of the seller's product. |
| LEVEL-3 | REGIONAL BUSINESS PARTNER (Suppliers)    | 3%               | The cash back or reward depends on the business value determined by the company to the user of the selling price of the seller's product. |
| LEVEL-4 | CLUB MEMBER                              | 2%               | The cash back or reward depends on the business value determined by the company to the user of the selling price of the seller's product. |

#### LEVEL 1:-

This is a systematic cash back. In which the user has to add new users from his own social circle, to create a new UPV within it. Adding a new user is rewarded with self-references. This is different from other cash back options, in which UPVs will be tagged globally. In this cash back, all new USERS that he initially added to USER will come in his own CIRCLE. This will create its own circle and complete the first referral circle. All members added to his CIRCLE or USER will get 10% cash back on total UPV. In this you will continue to receive cash back on every future purchase made by USERS in your WINDY BUSINESS CIRCLE.

#### LEVEL-2

Your first level user added their own family members, friends and relatives to Windy as new users. The number can be one or more. At that time it had its own first circle, but its second LEVEL was formed. That way, all of your first-class USERS can create their own circles. This will create many circles among you. So your cash back can be unlimited and for a long period of time.

In that case, since it has first level in its CIRCLE, it will get 10% cash back of total UPV and you will get 5% cash back of UPV.

#### LEVEL-3

As above, you and your inner first level and second level are created. Similarly, when a USER in his second level connects his family, friends, relatives and related people under him, the first level of that USER is created. And your third level in CIRCLE is created. Since the USER who added the new person / USER is the first level, he will get 10% cash back on his purchase and you will get 3% cash back.

#### LEVEL-4

In the same way, your Level 3 user will have to add his own references to his family and friends, create the first level to CIRCLE himself. Then your 4th level is ready. In this, the new CIRCLE USER will get 10% cash back as it is his first level. And you will get 3% cash back as you have 4th level UPV.

This is how a USER can create his BUSINESS CIRCLE. By adding new people to its CIRCLE, each of them can CIRCLE their own BUSINESS. If one of your CIRCLES does not add further references, the difference will not affect you. This way you can CIRCLE new ones. Therefore, many circles are formed in a single circle and the manufacturer benefits up to 5 referral circles for its initial UPV.

**When you create 5 WINDY BUSINESS CIRCLE for your reference, you can become a CEO SCLUB MEMBER. In such a case you can pay a fixed cash back of UPV at all levels per month, the amount does not exceed 1% of the total UPV in 5 WINDY BUSINESS CIRCLE, or change the cash back of all levels above from time to time, retaining all rights in that regard. Puts. All government taxes will be deducted when paying cash back.**

#### Windy concept:

Windy has come up with a new concept for all its customers. The world economy is booming but there is no economic benefit to the common people or consumers, we have been buying locally or ONLINE from various markets in the traditional way till date. In it you are given a DISCOUNT once at the time of purchase and the relationship between the shopkeeper and you ends.

Windy seeks to establish a direct relationship between manufacturers and customers, excluding all Supplier's, Wholesalers, Dealers, Agents, Retailers. It has organized the world's customers. So all the customers connected through Windy are organized. Therefore, 100% of the income generated from all customer purchases is given to all in the form of cash back / Reward. This saves the cost of the chain between the customer and the manufacturer without giving any discount or temptation and the same is given as cash back / reward to all the customers. This process is an on-going process once connected to Windy. Other online purchases do not benefit others, but anyone who buys a CIRCLE created by a user or USER at Windy gets a cash back / reward of 2% to 10%. USER prompts to purchase 10% cash back after each transaction.

Every user who buys through Windy will benefit, as we offer 100% cash back / reward. Our platform helps customers reduce their living costs.

This is a very unique concept where the user is only concerned with the purchase of his mandatory products and services, which until today did not give him anything, but today he gets 21% cash back / reward through DCB and ITCB. You can purchase by referring to products and services from vendors listed with this concept.

The best sellers and service providers have online and offline stores with no ceiling on their cost. All customers get up to 21% cash back, whatever the product / service they purchase, DCB and ITCB cash back is processed.

#### INSTANT REWARDS:-

**USER prepares to register VENDORS in his city on Windy and if he enters his code as a reference for it, he is rewarded with Rs. 99/- to 499/- Reward**

##### for Type 1- Rs.499 / -

Manufacturing Company / Institution  
3 star and above lodges and hotels  
Insurance companies  
Manufacturers produced by processing agricultural products (food processing company)

##### Reward for Type 2- Rs.299 / -

Wholesalers  
Distributors  
Suppliers  
2 star and below hotels  
Small scale industries

##### Reward for Type 3- Rs.99 / -

Commodity dealers  
Individuals providing personal services e.g. Repairers, washing centers  
Professional e.g. doctors  
Farmers who produce their own Agriculture product  
Retailers

Note-After registering the vendor, it goes to the company for approval. Once the company approves it, the vendor displays its product on the company's website, after which the user will be instant rewarded. This plan is for a limited period only, in which case the company reserves the full right to close or change the plan. All government taxes will be deducted when rewarding users.

#### Advantages of Professionals / VENDORS: -

Windy also builds customer organization by building harmonious relationships between local businesses and customers. And you can get cash back / rewards from it. USER

prepares to register VENDORS in his city on Windy and if he enters his code as a reference for it, he is rewarded with Rs. 99 to 499.

#### Seller / Business / Seller Benefit:

Today is the age of competition. Sales are the most important part of any business. Today, only a handful of large and few branded companies have created a distribution system to sell their products to every village in the country and the world. Therefore, it is easy for that organization to deliver any product to the customers in the village in less time. New and large businesses have the costly task of arranging franchising, advertising, marketing and distribution for the sale of your product.

This is a concept where we intend to provide free sales services, franchising, advertising, marketing and distribution systems to all types of small, medium and large businesses and manufacturers. Everything at zero advance cost

For this, a formula has been prepared for the price of each good and service, according to which the seller will have to pay a pre-determined commission only after we give them the business, otherwise they do not have to pay anything.

As we see today sometimes businesses employ sales force to increase their sales but if things don't go according to their plan then they fire the sales staff again but now with our platform they will only have to pay when they get business on a fully variable through us, Costs as a win-win situation for everyone.

Anyone can advertise their business on ZERO Capital Investment in marketing, advertising and sales services through top notch sales representatives with online and offline sales support present in local geographies around the world and pay commission only when we help them make a profit, Business through us.

Provides new customers with 100% free marketing, advertising and sales services and retains them as the minimum offer they can make to their customers.

## We provide them free advanced digital platform from local to global level.

Our affiliate vendors make great money by promoting and selling their brands. When a business registers its business on windy .services, windy places all orders in the city or near the location of the business. As a result, customers get goods and services immediately and their referrals get cash back / rewards from 2% to 10% for purchases made from windy . Professionals are permanently connected to its customers.

### On-Ground Sale Force Benefit:

This will give them a platform to generate a better revenue and give them the freedom to work on their own allotted time and in the place of their choice, now they can help small businesses grow without any charges Can.

We do not charge a direct commission from any vendor. A commission formula has been created for this.

This concept does not require producers or sellers to offer any discounts or incentives to buy. In this the seller has to record the price by adding his profit. Windy declares the price of the goods or services by adding the company's commission to that price. So the seller or manufacturer will not have to pay anything for this service itself.

- 100% free marketing
- Free advertising by windy .
- 100% free shop listing by windy .
- The goods or services will be credited to Windy upon purchase by the customer.  
(The price of the goods or services will be paid by the vendor as announced in the agreement with windy . Windy 's commission is added to the price of the goods or services displayed on windy 's website.)
- Free payment gateway
- Delivery service
- **Key points:**

At the local level, the company's free platform builds strategic marketing and your customer chain. In this system, the customer receives cash back and the customer advertises and markets your product or service. The seller's business connects the customer with the local world, so the seller's business grows and his income increases. This is the best offer available on earth. (Unique clause terms and conditions as per seller agreement)

### How does the concept work?

The user will register on the website or download the mobile application (app) and start using it, after registration the user will get the business / referral code, with the help of that code he can register new USERS.

There are various sections on the website

Agricultural Products, Tools and Tools for Agriculture, Garments, Electricals, Electronics, Grocery, Building Materials, Sports, Automobiles, Software & Hardware, Medical, Stationery, House hold utensils, Services e.g. Trip package booking, Hotel booking, Motor repair, Motor booking

You can purchase them from our mobile app or website from the sections mentioned above, May refer others for purchase. After registration, USER is required to make a minimum purchase of Rs. 999 /-. (It does not matter what he is buying) The user can then claim cash back / reward on the purchase of USER registered under it.

After the USER registers himself, he should register the new USER by giving a reference of his own code. There is no limit on how many USERS can be registered under it. (The more they do, the more they will work for it)

Corona has led to rising unemployment today. The business is in recession and today not everyone can afford the monthly mandatory expenses and everyone has to do it so everyone is eager to get some kind of discount or discount or cashback on it. It will definitely enter the market soon and as the number of users on the app increases we will start giving cashback which will boost our business faster, because now more users will come on the platform and at the same time when more users come on board, purchases through the portal will increase.

### The peculiarity of the concept

The main business transaction will be between the seller and the user and will be used by the app / website user to refer to the user's purchase and get cash back / reward. The user will get life time cash back.

Cash back / rewards will be managed by our consolidated commission when a new user joins and the seller and customer / user's purchases are generated.

### Our charges:

Registration fee: There will be no fee for registration.

Bank Transfer Fee: 10% of the conversion amount. The company may change this percentage from time to time.

Key Feature: The best part about getting cash back is that we only count the purchase amount, not the product. This means that when you buy groceries for your home but someone buys a television for themselves, you still deserve cash back. There is no purchase limit for cash back, but a cash back withdrawal of Rs.500 will be considered.

### Process

- Once the user uploads his purchase, the same purchase will be sent to the seller and after his approval the eligible cash back amount and timeline will be reflected on his dashboard.
- The user gets 1% to 10% cash back on every transaction of USER connected below it.
- We will appoint a supervisor at each state, district, Taluka level from the previously added USERS and these supervisors will be responsible for new vendor construction and all other activities as stated by the company. They will act as local representatives of specific pin codes.
- Cash backs / rewards that we process are purchased by USERS from vendors. The profit is generated from that and the profit is distributed to all the users connected to Windy as per the chart given above.
- What the user buys is what we call UPV i.e. USER PURCHASE VALUE. Cash back is provided on user purchase price (UPV). The cash back will be reflected in USER's My Account.
- After you make the purchase yourself, your reference senior will get 10% cash back on your purchase price and USER above it will get 5% cash back, 3% cash back to the upper level and 2% cash back to the last level.
- Important point to note: - In this concept we create a business CIRCLE as a team, 1% to 10% of the total purchase price made by the members of CIRCLE or USERS. Gets. (Cash back will depend on buyer's level in CIRCLE)

### There is no upper limit on cashback

Cash back of any amount of Rs.500 to Rs.1 crore or more is available. The user has nothing to do and the platform is completely free for all its users to register. All users / UPVs are adjusted automatically by the company. Users' level, their cash back, the number of USERS in the team / CIRCLE are automatically adjusted and displayed.

Important Note: Business code is generated automatically after registration. The referral code used when registering is permanently your senior, cannot be changed. All RCs are generated automatically and users do not want to do anything for RC as one user's RC can be from Kolkata and the other from Delhi and then from Bangalore. Every time any user spends 1999 anywhere in the india. The new user / RC has been added to the cash back system so that all UPVs will be eligible for 100% cash back on a first come first serve basis only. (Sometimes this order may be interrupted by technical errors beyond our control or any errors beyond our control)

Buy anything from a seller registered on Windy and get 2% to 21% Guaranteed Cash back / Reward.

Please note, the user is only concerned with creating his own UPV. Other UPVs will be generated by other users around the world and arranged by the company according to the SCB process.

The total cash back received by USERS will be displayed in his My Account , The amount of cash back will have to be requested to be transferred to the bank. The user is solely responsible for providing us with proper banking details to facilitate your payment.

### Terms of becoming a seller:

- Register yourself with Windy .services and create an Authorized Dealer Requirement, guided by individual terms:
- Bank A / C mandatory

- A dedicated staff with basic computer knowledge for Windy accounting
- Shop and establishment registration mandatory for shop owners.
- Service providers must have PAN
- Willing to expand if the business sourced by Windy is sufficient for expansion, to provide best service to customers
- Be willing to put Windy's small marketing board on its business
- All Windy users should be billed with Windy barcodes
- Below is a list of required documents for the company / firm / shop / individual:
  - Certificate of incorporation (for company / firm)
  - Shop and establishment certificate (for shops)
  - PAN Card (Company / Firm / Shop / Individual)
  - Official signature of PAN card (for company / firm / shop)
  - Letter or board resolution for authorized signatory (for company / firm)
  - ID proof (for company / firm / shop / person)
  - Proof of address (for company / firm / shop)
  - Company / Firm / Shop Bank Account Details / Cancellation Check
- The Seller shall bear the sole responsibility to face and settle legal matters and any dispute arising out of or arising out of any dispute arising out of or arising out of the right to sell any item placed for sale or advertisement by the Seller on the www.windy\_services website.

**Important Note:**

We reserve the right to change any term at our discretion. The example mentioned above is for illustration only, the actual figures may be different. According to the company's policy, which may change from time to time, guided by a separate agreement

**GENERAL**

Windy Digital Marketing LLP is a company incorporated under Indian Companies Act, 2013, with its registered office number 1772, Shivajinagar, Karmala. The Taluka is a moderator in the form of Karmala, District Solapur, Maharashtra- 413203, and online marketplace. Managing websites to enable vendors to display, advertise, and offer is limited. Sell their product / s and enable you / customers to purchase the product / s offered in this way and their other ancillary "services" with the use of your website. Windy has further developed a unique concept here where it offers you and its vendors, channel partners and subsidiary channel partners cash-back options in accordance with the provisions of the Cash-Back Connection.

These Terms of Use are subject to repetition by Windy at any time without notice and therefore you are requested to read these Terms of Use carefully from time to time before using the Website. Revised Terms of Use will be made available on the website. You are requested to visit the website regularly to see the most current terms of use. You will be responsible for checking these Terms of Use from time to time for changes. Windy requires your direct or indirect consent to any updates in the manner specified before you continue to use the Website and the Services. Your continued use of the Website and / or Services in pursuance of such changes will be your acceptance of those changes without any independent consent. This whole process is a copyrighted asset of Windy Digital Marketing LLP and a copy of the concept in any form will be considered illegal and legal action will be initiated.

**Service**

Website is an electronic platform in the form of an electronic marketplace and is an intermediary that provides a platform for (a) sellers (who are sellers) to advertise, display, make available and offer other users / products to sell (you / they). Buyers), and (b) provide a platform for other users to accept product / sale offers from the unique login-ID provided by the seller on the website and / or in their physical store. Services are offered to users in a variety of ways, including paying for purchases of products approved by the company and vendors, and providing services to facilitate your engagement with vendors within the commerce website and (d) ancillary and ancillary services.

For the entire period, the website will be maintained by the company. The Website will be owned by the Company and the Company will do its utmost to address any technical issues affecting the Website (e.g., Website Deactivation).

- The Company does not guarantee that you will be able to use the Website and purchase products for sale at any time or place on the Website or that the Services provided by the Website and the Website will be intact or error-free or that the Company will correct the defects.

**Eligibility to use**

- Services are not available for minors under 18 years of age or for any users suspended or removed from the Windy system by Windy for any reason. If you become ineligible as per the previous sentence, you will not be allowed to avail the services or use the website. You represent that you are of legal age to enter into a binding agreement and are not a person barred from receiving services in accordance with applicable laws in India. In spite of the above, if you are under 18 years of age, please read these Terms of Use with your parent or legal guardian and in such case these Terms of Use will be deemed to be an agreement with Global Garner. And your legal parents or guardians and, to the extent permitted under applicable law, enforceable against you.

Windy reserves the right to deny access to new users to use the services offered on the Website or to terminate access to existing users at any time without any reason.

- You must not have more than one active account (defined here) on the website. In addition, you are prohibited from selling, trading or otherwise transferring your unique login-ID to another person.

**Important of User account and registration**

You can access and use websites and services only as a registered user.

To become a registered user, you need to create your account on the website using your real credentials along with your name, mobile number, address, bank details and other necessary information. You can register using your mobile number. By registering on the website, you promise that the information you provide is true and accurate to the best of your knowledge. This information and credentials are referred to individually and collectively in "Account Information". If you provide false or inaccurate or obsolete information, Windy reserves the right to suspend or terminate your registration and deny you user benefits.

If you create an account and register as a user to avail the services provided by the Company's website, you are responsible for maintaining the confidentiality and security of the account information and you are solely responsible for all such activities. Falls under your account. You agree to (a) immediately notify Windy of any unauthorized use of your account information or any other security breach and (b) ensure that you log out of your account at the end of each session. Windy cannot and will not be liable for any loss or damage arising out of its failure to comply with this section. Failure to keep your account information safe and confidential may result in liability for damages caused by Windy or any other user or visitor to the Website for official or unauthorized use of your account.

You will ensure that the account information provided in the website registration form is complete, accurate and up to date. You also represent that you provide the company with information about you such as name, contact details, email address, bank account details, PAN number, service tax registration and other compliance related details through the user registration form and such information is true and correct as of date. Use of another user's account information to avail the Services is expressly prohibited.

You provide any information that is untrue, inaccurate, current or incomplete (or untrue, incorrect, current or incomplete), or that Windy has good reason to suspect that such information is untrue, inaccurate, current or incomplete. You have the right to suspend or terminate your account and deny any and all current or future use of the Website / Services (or any part thereof).

Depending on which services you want to avail from the website, you may be required to provide certain personal information and Windy may collect specific personal information. Your provision, and the collection, storage, use, disclosure and otherwise of such personal information of Windy will be governed by Windy's privacy policy.

As part of the registration process, you indicate that you have completed the user registration form and provided other relevant details required by the company. Users, guests and registered users will have the option to accept or reject these terms. Please accept these terms and conditions only if you agree to the provisions provided here.

If you do not agree to the provisions of these terms, please refuse by clicking on the appropriate box. By denying these terms, you agree to continue as a guest user with limited access to the website and this will stop the registration process.

**Payment related information**

Currently, Windy does not charge a fee for browsing the website or purchasing products / products on the website. Windy may charge users for the use of the entire website and services or for certain features of the website / services. You agree to pay any charges that may apply to the Services you use. Windy will endeavour to ensure that you are not charged for any specific use of the Website / Services, and that you will be informed of the charges for any such use of the Website / Service. You agree that Windy may at any time charge, change or waive any charges required to use the Website. Your continued use of the Website / Services after such changes to the Fee will constitute your acceptance of such changes and the application of these Terms of Use for such changes.

You agree to provide accurate and accurate financial information such as credit / debit card details or pre-paid payment instrument account details to an approved payment gateway to avail the services on the website. You do not legally use a credit / debit card or pre-paid payment instrument that you do not own, which means that in any transaction, you must use your own credit / debit card or pre-paid instrument account. The information you provide will not be used or shared with any third party unless fraudulent verification is required by law, regulation or court order or in accordance with the terms of the privacy policy. You will be solely responsible for the security and confidentiality of your credit / debit card details or pre-paid instrument account. Windy explicitly disclaims all liability for any unauthorized use of your credit / debit card or pre-paid instrument account.

In addition to the terms you pay to purchase products / products on the Website, the terms and conditions of your bank, applicable financial institution and / or card issuing association may also apply to you. Your bank, financial institution or card issuing association may refuse or prohibit you from making electronic payments for purchasing products / products on the website and Windy does not control and will be responsible for this.

**Payment facility for your order:**

Windy may from time to time enter into agreements with third party payment service providers, including banks, to open nodal bank accounts under Indian law, to facilitate payments between users and sellers, and to collect Windy Fees and other charges. These third party payment service providers may include third party banking or credit card payment gateways, payment aggregators, prepaid devices, cash on demand delivery or demand draft / pay order delivery service providers, mobile payment service providers or any other facility. Reserve Bank of India for collection, refund and remittance, as it may be in any form of payment or support. If an online payment gateway is used, you

will be charged all additional applicable fees (2% of the sale price payment gateway charges) and any other charges such as facility charges etc., Applicable and payable to third parties. All refunds for failed transactions etc. They will be processed by us as soon as we start.

You can send the prices of purchased products / sales to the company online or directly via spot payment or cash-on-delivery (when applicable) through the payment gateway offered on the website. The company pays the seller the price of the goods or services as per the agreement after you are sure that you have received the goods.

When you order goods and services on the website and from the seller of the website, the amount is credited to Windy after you pay the price. The management team of Windy sends the order to the seller concerned. When you receive the goods or services according to your order, the seller is paid the price of the goods as per the agreement made with Windy. At the same time your cash back amount is credited to your windy account like ITCB.

### User Responsibilities and Role of Windy

Subject to the terms, Windy grants you unique, non-sub-license, non-transferable, revocable and limited rights to access and use the Website and the services provided therein. All orders placed on the website are covered by the "100% Cash-Back" program through DCB and ITCB. Windy will ensure that the procurement process is completed under the program mentioned above. Gives you cash-backs / rewards for regularly purchasing products / products using the Website and for the purchase price by a team of people you have linked to.

You agree to use the Services, the Website / App and the Content provided herein (as mentioned herein) to those who are permitted: (a) the Terms; And (b) any applicable law.

You agree to abide by all restrictions on the dissemination, use and reproduction of any Content (such as Product Catalog) that you access on the Website in accordance with the Content Use.

You agree not to access (or attempt to access) websites or services in any way other than the interface provided by Windy.

If you believe that any Content or User Content (as defined herein) or other Content available on the Website does not comply with the Terms or Conditions of applicable law, you may report such content in the manner prescribed under Section 8.

• The Website may allow you to post certain content, data or information of its own, such as allowing you to post reviews about the product / s, vendor, your comments and products on specific pages of the Website. Submit any suggestions, comments, questions or other information to Windy using the Website / Service (collectively referred to as "User Content"). As the promoter of user content, you are solely responsible for user content uploaded, posted, published, broadcast or otherwise made available on the Website. You represent that you have obtained all relevant consent and approval to post any user content. You further represent that all such user content is subject to applicable law. You acknowledge that Windy does not endorse any User Content on the Website and is not responsible or liable for any User Content. Windy reserves the right to disable access to user content on the website.

You use, copy, distribute, display, publish, disseminate, make available, reproduce, modify, modify Windy permanently, non-revocable, worldwide, royalty-free and sub-licensed rights and user content. And provide licenses. Create user-generated works. You represent and warrant that you own or otherwise control the User Content you post or otherwise all rights granted on or through the Website; And that, according to the date the user content is posted or submitted on the website: (i) the user content is accurate; (ii) the use of the User Content you provide does not violate these Terms of Use; And (iii) such user content is legal.

You agree, understand and acknowledge that a website is an electronic platform in the form of an electronic marketplace and an intermediary that provides an electronic place where different users can meet each other electronically and interact with each other to engage in business and transactions. You further agree and acknowledge that Windy is solely a facilitator and may not endorse or control any advertising, display, availability, sale offer or sale transaction or product / purchase on the Website. Windy is not a product / seller. Accordingly, any agreement for the sale / purchase of a product / product on the Website is a bilateral agreement between you and the seller (if you are) or between you and you (if you are a seller). Windy does not recommend you to buy or sell any product / product on the Website, nor does Windy endorse any such products or Windy offers any warranty, guarantee or guarantee regarding advertising, display, availability, offer. To sell or purchase products on the website. Further, Windy does not provide any warranty or warranty on the behaviour of any user of the Website, including any warranty or warranty that any user (then you or the seller) will complete any transaction or act prudently.

- When You use the Website and/or the Services You specifically undertake not to host, display, upload, modify, publish, transmit, update or share any information or Content that:
  - Belongs to another person and to which the User does not have any right to;
  - Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
  - Harms minors in any way;
  - Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
  - 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 cognizable offence or prevents investigation of any offence or is insulting of any other nation;
  - Infringes any patent, trademark, copyright or other proprietary rights;
  - Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - Engage in any activity that interferes with or disrupts access to the Website or the Services (or the servers and networks which are connected to the Website);
  - Attempt to gain unauthorized access to any portion or feature of the Website, any other systems or networks connected to the Website, to any WINDY server, or to any of the Services offered on or through the Website, by hacking, password mining or any other illegitimate means;
  - Probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other user, or visitor to, the Website, or any other customer of WINDY, including any WINDY Account not owned by You, to its source, or exploit the Website or Service or information made available or offered by or through the Website, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Website;
  - Disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Websites or any affiliated or linked sites;
  - Use the Website or Content for any purpose that is unlawful or prohibited by the Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of WINDY or other third parties;
  - Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
  - Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
  - Violate any applicable laws or regulations for the time being in force within or outside India;
  - Violate the terms of the Terms.
  - You agree that You are solely responsible to WINDY and to any third party for any breach of Your obligations under these Terms of Use and for the consequences (including any loss or damage which WINDY or its affiliates or its vendors may suffer) for any such breach.

WINDY does not pre-screen User Content. WINDY has no obligation to monitor any User Content. However, WINDY at its discretion and/or in accordance with applicable law may monitor any User Content and may remove any User Content from the Website if WINDY determines in its sole discretion that such User Content is in violation of these Terms of Use or any applicable law. Where WINDY removes any User Content from the Website, WINDY will make reasonable efforts to inform the user who had posted such User Content. Such actions do not in manner negate or dilute WINDY's position as an intermediary or impose any liability on WINDY with respect to User Content.

• You shall solely be responsible for maintaining the necessary computer /mobile equipment, internet connections and other software and technologies that may be required to access, use and transact on the Website. You may incur access or data fees from third parties in connection with Your purchase and/or use of the services. You are responsible for all such fees.

• You may need to install updates that we or any third party introduce from time to time to use the services, Product/s, Website including downloads and required functionality, such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, "Updates"). Your use of the Product/s or Website You have installed requires that You have agreed to receive such automatically requested Updates.

• Any purchase of the Product/s from the Website will be strictly for personal use of the User. The User hereby expressly agrees that any merchandise or Services purchased by the User will not be sold, resold, bartered or in any way used for any commercial purposes or for profit. The User hereby acknowledges that the Product/s purchased are not transferable to any third party for profit.

\* In case you purchase multiple Product/s in one transaction, the Vendor(s) may deliver all such Product/s together. However, this may not always be possible. If you purchase multiple Product/s in a single transaction, then all the Product/s would be dispatched to a single delivery address provided by You at the time of purchase. If you wish to get delivery of the Product/s to different addresses, then You should purchase the Product/s under separate transactions and provide separate delivery addresses for each transaction, as may be required. You agree that the delivery of the Product/s can be made to the person who is present at the shipping address provided by You.

#### Communications

When you use the Platform or send emails, other data, information, or communication to us, you agree and understand that you are communicating with us through electronic records and you consent to receive communications via electronic records from us periodically or as and when required. We may communicate with you by email or any other mode of communication, electronic or otherwise.

#### Platform for Transaction and Communication

The Platform is a platform that users utilize to independently meet and interact with one another for their transactions. Windy is not and cannot be a party to any transaction or dispute between users on the Platform.

Consequently:

1. All commercial/contractual terms are offered by you and agreed upon between you and buyers alone. The commercial/contractual terms include (without limitation) price, shipping costs, payment methods and terms, date, period, and mode of delivery, and warranties and after-sales services related to products and services. Windy does not determine, advise, have any control, or in any way involve itself in the offering or acceptance of such commercial/contractual terms between you and buyers.
2. Windy does not make any representations or warranties regarding specifics (such as quality, value, and saleability) of the products or services proposed to be sold, offered to be sold or purchased on the Platform. Windy does not implicitly or explicitly support or endorse the sale or purchase of any products and services on the Platform. Windy accepts no liability for any errors or omissions of third parties in relation to the products and services.
3. Windy is not responsible for any non-performance or breach of any contract between you and buyers. Windy cannot and does not guarantee that you and buyers concerned will perform transaction(s) concluded on the Platform. Windy shall not and is not required to mediate or resolve disputes or disagreements between you and buyers.
4. Windy does not make any representations or warranties regarding item-specifics (such as legal title, creditworthiness, identity, etc.) of any of its users. You are advised to independently verify the bona fides of any particular buyer you choose to deal with on the Platform and use your best judgment in that regard.
5. Windy does not at any point in time during a transaction between you and a buyer on the Platform come into or take possession of any of the products or services offered by you, gain title to or have any rights or claims over the products or services offered by you to the buyer.
6. At no time shall Windy hold any right/title to or interest in the items nor have any obligations or liabilities with respect to such a contract. Windy is not responsible for unsatisfactory or delayed performance of services, damages, or delays as a result of items which are out of stock, unavailable, or back-ordered.
7. The Platform is only a platform that can be utilized by you to reach a larger customer base to sell items or services. Windy only provides a platform for communication and it is agreed that the contract for sale of any products or services shall be a strictly bipartite contract between you and the buyer.
8. You release and indemnify Windy and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the users on the Platform and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts on that behalf, Windy cannot control the information provided by other users which is made available on the Platform. You may find other user's information to be offensive, harmful, inaccurate or deceptive. Please use caution and practice safe trading when using the Platform. Please note that there may be risks in dealing with underage persons or people acting under false pretence.

#### Use of the Platform

You agree and understand that Windy and the Platform merely provide hosting services to its registered users and persons browsing/visiting the Platform. All items advertised / listed and the contents therein are advertised and listed by registered users and are third party user generated contents. Windy shall bear no responsibility or liability in relation to or arising out of third party user generated content. Windy neither originates nor initiates the transmission nor selects the sender and receiver of the transmission nor modifies the information contained in the transmission. Windy is merely an intermediary and does not interfere in the transaction between buyers and vendors.

You agree, undertake and confirm that your use of the Platform shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, modify, publish, transmit, update or share any information or image which:
    - (a) belongs to another person and over which you have no right;
    - (b) is grossly harmful, harassing, blasphemous, defamatory, bigotry, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever, or unlawfully threatening or harassing, including but not limited to 'indecent representation of women' within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
    - (c) is false, inaccurate or misleading in any way;
    - (d) is patently offensive to the online community, such as sexually explicit content or content that promotes obscenity, pedophilia, racism, bigotry, hatred, or physical harm of any kind against any group or individual;
    - (e) harasses or advocates harassment of another person;
    - (f) involves the transmission of 'junk mail', 'chain letters', unsolicited mass mailing, or 'spamming'; including spamming by ways of unrelated feedbacks on surveys
    - (g) promotes illegal activity or conduct that is abusive, threatening, obscene, defamatory, or libelous;
    - (h) infringes upon or violates any third party's rights (including but not limited to intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address, or phone number) or rights of publicity);
    - (i) promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material) such as providing pirated computer programs or links, information to circumvent manufacturer-installed copy-protect devices, or pirated music or links to pirated music files;
    - (j) contains restricted or password-only access pages, hidden pages or images or URLs leading to any other pages (those not linked to or from another accessible page);
    - (k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
    - (l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses;
    - (m) contains unauthorized videos, photographs or images of another person (whether a minor or an adult);
    - (n) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform, profiles, blogs, communities, account information, bulletins, friend requests, or other areas of the Platform, or solicits passwords or personal identifying information for commercial or unlawful purposes from other users on the Platform;
    - (o) engages in commercial activities and/or sales such as contests, sweepstakes, barter, advertising, pyramid schemes, or the buying or selling of 'virtual' items related to the Platform without our prior written consent.Throughout the TOC, Windy's prior written consent means a communication coming from Windy's Legal Department in response to your request and specifically addressing the activities or conduct for which you have sought authorization;
  - (p) solicits gambling or engages in any gambling activity which we, at our sole discretion, believe is or could be construed as being illegal;
  - (q) interferes with another's use and enjoyment of the Platform;
  - (r) refers to any website/URL which, at our sole discretion, contains material that is inappropriate for the Platform or any other website and content that is prohibited or violates the letter and spirit of TOC;
  - (s) harms minors in any way;
  - (t) infringes any patent, trademark, copyright, proprietary rights, third-party's trade secrets, rights of publicity, or privacy, is fraudulent, or involves the sale of counterfeit or stolen items;
  - (u) violates any law for the time being in force;
  - (v) deceives or misleads the addressee/ users about the origin of messages or communicates any information which is grossly offensive or menacing in nature;
  - (w) impersonates another person;
  - (x) contains software viruses or any other computer codes, files, or programs designed to interrupt, destroy, or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancel bots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept, or expropriate any system, data, or personal information;
  - (y) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any offence or is in suling any other nation; offends the religious and national sentiments of the nation as included in 'Zero Tolerance to Profanity, Hurting National and Religious Sentiments' policy.
  - (z) shall, directly or indirectly, offer or attempt to offer trade or attempt to trade in any item which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;
  - (aa) shall create liability for us or cause us to lose (in whole or part) the services of our Internet Service Provider ("ISPs") or other suppliers.
2. You shall not use any 'deep-link', 'page-scrape', 'robot', 'spider', automatic device, program, algorithm, methodology, or any similar or equivalent manual process to access, acquire, copy, monitor any portion of the Platform or content or in any way reproduce, or circumvent the navigational structure, presentation of the Platform, or any content to obtain or attempt to obtain any material, documents, or information through any means not purposely made available through the Platform. We reserve our right to bar any such activities.
  3. You shall not attempt to gain unauthorized access to any portion or feature of the Platform, other systems, networks connected to the Platform, server, computer, network, or the services offered on or through the Platform by hacking, password 'mining', or any other illegitimate means.
  4. You shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform or breach the security, authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace information on any other user or visitor to Platform (including any account on the Platform that is not owned by you) or to its source or exploit the Platform, any service, information made available, or offered by or through the Platform in any way where the purpose is to reveal any information (including but not limited to personal identification or information other than your own information) provided by the Platform.
  5. You shall not make any negative, denigrating, or defamatory statement(s)/comment(s) about us, the brand name or domain name used by us, including the terms Windy, windy india.com or otherwise engage in any conduct or action that might tarnish the image or reputation of Windy or vendors on the platform or otherwise tarnish or dilute any Windy trademark, service marks, trade name and/or goodwill associated with such trade, service marks or trade name as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or Windy's systems, networks, or any systems or networks connected to Windy.
  6. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform, any transaction being conducted on the Platform or any other person's use of the Platform.
  7. You shall not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message, transmittal you send to us on or through the Platform, or any service offered on or through the Platform. You may not pretend that you are or represent someone else or impersonate any other individual or entity.
  8. You may not use the Platform or any content for any purpose that is unlawful or prohibited by the TOC or to solicit the performance of any illegal activity or other activity which infringes the rights of Windy and/or others.

9. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000, and the other rules thereunder as applicable and amended from time to time and also all applicable domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Integrated Goods and Services Tax Act, Central Goods and Services Tax Act, Food Safety and Standards Authority of India (FSSAI), relevant State Goods and Services Tax Act or Union Territories Goods and Services Tax Act and Custom Duty, Local Levies as may be applicable) and obtain the necessary licences and permits regarding your use of our Platform, service and/or tools and your listing, purchase, solicitation of offers to purchase, and sale of items or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force. In particular you shall ensure that if any of your items listed on the Platform, qualifies as an "Antiquity" or "Art treasure" as defined in the Act ("Artwork"), you shall indicate that such Artwork is "non-exportable" and sold subject to the provisions of the Antiquities and Art Treasures Act, 1972, and shall ensure that it is not delivered to any buyer at any place outside India.

10. You shall strictly comply with the OFAC Regulations and Other Applicable Sanctions Regulations as may be amended from time to time.

11. Solely to enable us to use the information you provide us with and so that we do not violate any rights you might have in your information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, and sub-licensable (through multiple-tiers) right to exercise the copyright, publicity or database rights or any other rights you have in your information for any current or future promotional or advertising related activities and any business purposes of Windy.

12. From time to time you shall be responsible for providing information relating to the items or services proposed to be sold by you. In this connection, you undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such items or services so as to mislead other users on the Platform in any manner.

13. You shall not engage in advertising or solicitation of other vendors on the Platform to buy or sell any products or services, including but not limited to products or services related to what is displayed on the Platform. You may not transmit any chain letters or unsolicited commercial or junk email to other users acquired via the Platform. It shall be a violation of the TOC to use any information obtained from the Platform in order to harass, abuse, or harm others or contact, advertise and sell to or solicit persons other than those who have chosen to buy from you. You understand that we have the right at all times to disclose any information (including the identity of the persons who have provided information or material on the Platform) as necessary to satisfy any law, regulation, or valid governmental request. This may include, without limitation, disclosure of the information in connection with the investigation of an alleged illegal activity or its solicitation and/or response to a lawful court order or subpoena. In addition, we can (and you hereby expressly authorized us to) disclose any information about you to law enforcement or other government officials as we, at our sole discretion, deem necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury. We reserve the right, but have no obligation, to monitor the material posted on the Platform. Windy shall have the right, at its sole discretion, to remove any content that violates or is alleged to violate any applicable law or either the spirit or letter of the TOC. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIAL YOU POST ON THE WEBSITE AND YOUR INDEPENDENT COMMUNICATION WITH THE BUYERS AND OTHER VENDORS, REGARDLESS OF FORM. Please be advised that such content posted does not reflect Windy's views. In no event shall Windy assume or have any responsibility or liability for any content posted on the Platform or claims, damages, or losses resulting from its use and/or appearance of it on the Platform. You hereby represent and warrant that you have necessary rights to all the content you provide and all information it contains and that such content shall not infringe any proprietary or other rights of third parties or contain any misleading, libelous, tortious, or otherwise unlawful information.

14. Your correspondence or business dealings with or participation in the promotion of advertisers on or through the Platform (including payment and delivery of related products or services, any other terms, conditions, warranties, or representations associated with such dealings) are solely between you and such advertisers. We shall not be responsible or liable for any loss or damage of any sort incurred as a result of such dealings or the presence of such advertisers on the Platform.

15. It is possible that other users (including unauthorized persons or "hackers") may post or transmit offensive or obscene material on the Platform and that you may be involuntarily exposed to such material. It is also possible for others to obtain personal information about you due to your use of the Platform and use such information to harass or injure you. We do not approve of such unauthorized uses but by using the Platform, you acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or share with others on the Platform. Please carefully select the type of information that you publicly disclose or share with others on the Platform.

16. Windy shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group(s) of people, intentionally or unintentionally, in DoS (denial of service)/DDoS (Distributed Denial of Services).

17. Windy and/or its affiliates may from time to time in partnership/association with its partners and/or third-party sponsors, organise/enable promotional campaigns on the Platform for the benefits of the customers/Vendors. Partners/third party sponsors may prescribe certain objective qualifying criteria to identify Vendors who will be eligible for the benefits of the campaign. All Vendors who qualify based on the objective criteria provided by such sponsors of the campaign will be auto opted-in and be able to obtain the benefits of such promotional campaign. In the event any Vendor does not qualify based on the objective criteria, Vendors may choose to participate in such campaigns by expressly opting-in for them. In the event a Vendor opts in for such promotional campaigns that they are not eligible for to enhance their sales, they will have to bear the cost of such promotional campaigns, if any, limited to the sales of their products. For avoidance of any doubt, some Vendors may qualify, and some may not, based on the qualifying criteria set for each individual campaign. Please refer to the campaign communication/notifications for more details, as may be communicated to you from time to time.

## TRANSFER OF PRODUCT/S OWNERSHIP AND CONSUMER RIGHTS

- The ownership of the Product/s purchased will be transferred to you after successful delivery of the same at the destination provided by You, until which the ownership of the Product/s shall vest with the Vendor alone. Any damage in transit on account of inadequate/unsuitable packaging will be attributable only to the Vendor. The Company shall not be responsible for any unsatisfactory or delayed performance of the Vendor including delays as a result of the Product/s being out of stock. In case if delivery of goods delayed due to unavoidable circumstances, the company shall try to contact the vendor for urgent delivery.

- The Vendor will offer standard manufacturer's warranty actually associated with the Product/s and shall so issue a suitable, duly stamped, manufacturer's warranty card to you with the Product/s at the time of dispatch of the Product/s. However, you agree that repair, replacement or refund of money (subject to necessary deductions) will be given to You against manufacturing defect or damage. You further agree and acknowledge that the primary and sole responsibility for the redress of your complaints will rest solely with the Vendor at all times. However, in the event, that you contact WINDY for the same, WINDY may inform the Vendor to provide or facilitate the provision of such services to you. WINDY is not and shall not be obliged to provide any such additional services. Windy's role in relation to facilitating such services shall be limited to facilitating communication between you and the Vendor for the purpose of provision of such additional services.

- That the address at which delivery of the product ordered by you, is to be provided correct and proper in all respects.

- That in the event that a non-delivery occurs on account of a mistake by you (i.e. Wrong name or wrong address or any other wrong information) any extra cost incurred by Vendor for redelivery shall be claimed from you.

- That before placing an order you are required to check the product description carefully at all times. By placing an order for a product you agree to be bound by the conditions of sale included in the item's description, geographical limitation of warranty and notifications of voltage incompatibility in case of electronic/electrical products.

## USE OF CONTENT

- Except as expressly indicated to the contrary, WINDY hereby grants You a non-exclusive, revocable and non-transferable right to view, download and print product catalogues available on the Website, subject to the following conditions:

- You may access and use the product catalogues solely for personal, informational, and internal purposes, in accordance with these Terms of Use;

- You may not modify or alter product catalogues available on the Website;

- You may not distribute or sell, rent, lease, license or otherwise make the product catalogues available on the Website available to others; and

- You may not remove any text, copyright or other proprietary notices contained in the product catalogues available on the Website.

- The rights granted to You in the product catalogues or any other materials as specified above are not applicable to the design, layout or look and feel of the Website. Such elements of the Website are protected by intellectual property rights and may not be copied or imitated in whole or in part.

- Any software that is available on the Website is the property of WINDY or its vendors. You may not use, download or install any software available at the Website, unless otherwise expressly permitted by the Terms or by the express written permission of WINDY.

## INTELLECTUAL PROPERTY RIGHTS

- The Website and the processes, and their selection and arrangement, including but not limited to all text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (collectively, the "Content") on the Website is owned and controlled by WINDY and the design, structure, selection, coordination, expression, look and feel and arrangement of such Content is protected by copyright, patent and trademark laws, and various other intellectual property rights. Through Your use of the Website, by no means are any rights impliedly or expressly granted to You in respect of such Content. WINDY reserves the right to change or modify the Content from time to time at its sole discretion.

- The trademarks, logos and service marks displayed on the Website ("Marks") are the property of WINDY or their Vendor/s or respective third parties. You are not permitted to use the Marks without the prior consent of WINDY, the Vendor/s or the third party that may own the Marks.

- Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, WINDY owns all intellectual property rights to and into the trademark "WINDY", and the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks.

- Except as expressly provided herein, You acknowledge and agree that You shall not copy, republish, post, display, translate, transmit, reproduce or distribute any Content through any medium without obtaining the necessary authorization from WINDY or third party owner of such Content.

## THIRD PARTY CONTENT

- General third party information such as, product catalogues, product description and specifications, lists of dealers, reports on news, entertainment, technology and features, advertisements including videos, images and photographs of the Product/s, links to third party websites and other data from external sources is made available on the Website ("Third Party Content"). The provision of Third Party Content is for general informational purposes only. You acknowledge that the Third Party Content provided to You is obtained from sources believed to be reliable or provided by the Vendors in the process of advertising, exhibiting and offering to sell the Product/s on the Website. All Third Party Content is provided on an "As Is" basis. WINDY may not own/have the rights and title to any such Third Party Content, or provide any guarantee with respect to the accuracy, title, merchantability, non-infringement or fitness for a particular purpose of any Third Party Content. Windy shall not be held liable for any loss suffered by You based on Your reliance on or use of such Third Party Content.

- In the event any Third Party Content contains links to third party websites, and You visit any such external link, You agree to do so at Your own risk, responsibility and liability. WINDY makes no warranty or representation regarding, and does not endorse, any website linked to the Website /Services or the information appearing thereon or any of the Product/s or services described thereon.



## DISCLAIMER OF WARRANTIES & LIABILITY

• The website, services, content, user content and any third party content are provided by WINDY on an "As is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, WINDY makes no warranty that (a) the results that may be obtained from the use of the website or services will be effective, accurate or reliable; (b) the quality of the website or services will meet your expectations; or that (c) any errors or defects in the website or services will be corrected. No advice or information whether oral or written obtained by you from WINDY or through the website from use of the services shall create any warranty not expressly stated in these terms of use.

• To the maximum extent permitted by applicable law, WINDY will have no liability related to user content and/or third party content arising under Intellectual Property Rights, Label, Privacy, Publicity, Obscenity or other Laws. WINDY Also disclaims all liability with respect to the misuse, loss, modification or unavailability of any user content and/or third party content.

• You expressly understand and agree that, to the maximum extent permitted by applicable law, WINDY will not be held liable for any loss that you may incur as a consequence of unauthorized use of your account or account information in connection with the website or any services, either with or without your knowledge, under any law. It shall be your duty to protect your account details. WINDY has endeavored to ensure that all the information on the website is correct, but WINDY neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or service, WINDY shall not be responsible for the delay or inability to use the website or related functionalities, the provision of or failure to provide functionalities or for any information, software, products, functionalities and related graphics obtained through the website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise. Further, WINDY shall not be held responsible non-availability of the website during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond Windy's Control. The user understands and agrees that any material or data downloaded or otherwise obtained through the website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data. WINDY is not responsible for any typographical error leading to any invalid coupon. WINDY accepts no liability for any errors or omission, with respect to any information provided to you whether on behalf of itself or third parties.

• In the event You have purchased/downloaded the Website from any online application stores, whether provided by Apple, Inc., Google, Inc., (or their respective affiliates) (collectively referred to as "Store Providers"), and there occurs any failure of the Website and /or Services, You may follow the process recommended by the Store Provider under the terms of the contract applicable between You and such Store Provider. The Store Providers shall not be liable for any (i) warranty obligations of WINDY and related claims, losses, liabilities, damages, costs or expenses; (ii) product liability /consumer protection claims, and claims related to the Website's non-conformity with any applicable laws; and (iii) any third party claims of infringement of intellectual property rights by the Website /WINDY .

## INDEMNIFICATION AND LIMITATION OF LIABILITY

• You agree to indemnify, defend and hold harmless WINDY, its subsidiaries, affiliates, vendors, agents and their respective directors, officers, employees, contractors and agents (herein after individually and collectively referred to as "indemnified parties") from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the indemnified parties that arise out of, result from, or in connection with (i) Your breach of the Terms(s); or (ii) any claims made by any third party due to, or arising out of, or in connection with, Your use of the Website; or (iii) any claim that any Third Party Content /content, information or materials provided by You caused damage to a third party; or (iv) Your violation of any rights of another, including any intellectual property rights.

• Notwithstanding anything to contrary in the Terms(s), Windy's entire and aggregate liability to You under and in relation to these Terms of Use or otherwise shall not exceed the greater of Indian Rupees One Hundred (INR 100) or the amount of fees, if any, paid by You to WINDY under the relevant order to which the cause of action for the liability relates.

• Notwithstanding anything to contrary in the Terms(s), in no event shall WINDY, its subsidiaries or affiliates and their respective officers, directors, employees, partners or suppliers be liable to You for any special, incidental, indirect, consequential, exemplary or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not WINDY 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 Content.

• WINDY DIGITAL MARKETING LLP., and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, or loss or damages arising from or connected in any way to business interruption, loss of opportunity, loss of anticipated savings, wasted management or office time and whether in tort (including negligence), contract or otherwise, even if foreseeable) in connection with our services, this Website or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on these websites

## TERMINATION

The Terms will continue to apply until terminated by either You or WINDY as set forth below. If you want to terminate Your Terms with WINDY, You may do so by (i) not accessing the Website; or (ii) closing Your Account for all of the Services that You use, where WINDY has made this option available to You.

You agree that WINDY may, in its sole discretion and without prior notice, Terminate Your access to the Website and block Your future access to the Website if WINDY determines that You have violated the terms of these Terms of Use or any other Terms(s).

WINDY may at any time, with or without notice, terminate these Terms of Use (or any part thereof, such as any additional personal terms) with you if

WINDY is required to do so by law (for example, where the provision of the Services to You is, or becomes unlawful), or upon request by any law enforcement or other government agencies; The

provision of the Services to You by WINDY is, in Windy's opinion, no longer commercially viable;

WINDY has elected to discontinue, with or without reason, access to the Website, the Services (or any part thereof); or

In the event WINDY faces any unexpected technical issues or problems that prevent the Website and /or Services from working.

WINDY may also terminate or suspend all or a portion of Your Account or access to the Services with or without reason. Except as may be set forth in any Additional Terms applicable to a particular Service, termination of Your Account may include: (i) removal of access to all offerings within the Website or with respect to the Services; (ii) disabling access to the Account Information, including Your personal information, log-in ID and password, and all related information, files and materials associated with or inside Your Account (or any part thereof), and any User Content uploaded by You; and (iii) prohibiting further use of the Services.

You agree that all terminations shall be made in Windy's sole discretion and that WINDY shall not be liable to You or any third party for any termination of Your Account (and accompanying deletion of Your Account Information), or Your access to the Website and Services.

Notwithstanding the foregoing, these such terms of this Terms as are meant to survive termination /expiry of this Terms, will survive indefinitely unless and until WINDY chooses to terminate them. WINDY may inform the Vendors who have accepted Your purchase orders on the Website that this Terms is terminated, and upon such information Vendors may cancel the purchase order. WINDY may also cancel all Your non-fulfilled orders on the Website without any obligation or liability towards You.

## REPORT ABUSE AND TAKE DOWN POLICY

In the event You come across any abuse or violation of these Terms of Sale or if You become aware of any objectionable content on the Website, or if You believe intellectual property rights of WINDY have been violated in any manner through the Website, please contact WINDY. Content that is considered obscene under Indian law is strictly forbidden on the www.windy .services site, and users are prohibited from posting any material of an obscene nature on the site

## COMMUNICATIONS

When You use the Website or send emails or other data, information or communication to WINDY, You agree and understand that You are communicating with WINDY through electronic records and You consent to receive communications via electronic records from WINDY periodically and as and when required. WINDY will communicate with You by email or by notices on Website or electronic records on the Website or on Your mobile number which will be deemed adequate service of notice /electronic record to the maximum extent permitted under any applicable law.

## INTERNATIONAL USERS AND CHOICE OF LAW:

• This Site is controlled, operated and administered by WINDY from its office within India. WINDY makes no representation that Materials on this Website are appropriate or available for use at any other location(s) outside India. Any access to this Website from territories where their contents are illegal is prohibited. You may not use the Website or export the Materials in violation of any applicable export laws and regulations. If You access this Website from a location outside India, You are responsible for compliance with all local laws.

• These Terms of Use shall be governed by the laws of India, without giving effect to its conflict of law's provisions. You agree that the appropriate court(s) as mentioned above will have the exclusive jurisdiction to resolve all disputes arising under these Terms of Use and You hereby consent to personal jurisdiction in such forum.

• These Terms of Use constitutes the entire agreement between WINDY and You with respect to Your use of the Website.

## MISCELLANEOUS PROVISIONS:

Assignment: You cannot assign or otherwise transfer the Terms, or any rights granted hereunder or any obligations, to any third party and any such assignment or transfer or purported assignment or transfer shall be void ab initio. Windy's rights and/or obligations under the Terms are freely assignable or otherwise transferable by WINDY to any third parties without the requirement of seeking Your prior consent. WINDY may inform You of such assignment or transfer in accordance with the notice requirements under the Terms. WINDY shall have right to transfer Your Account and Account Information to a third party who purchases Windy's business as conducted under the Website.

Force Majeure: If performance of any service or obligation under these Terms of Use or other Terms by WINDY is, or other third parties in fulfilment of any purchase or sale transaction (for ex: logistics service provider, fulfilment centre, payment gateways etc.) are, prevented, restricted, delayed or interfered with by reason of labour disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this Article, which are beyond the reasonable control of WINDY or its third parties performing such services as sub-contractor to WINDY and could not have been prevented by reasonable precautions (each, a "Force Majeure Event"), then WINDY shall be excused from such performance to the extent of and during the period of such Force Majeure Event. WINDY shall exercise all reasonable commercial efforts to continue to perform its obligations hereunder.

Notice: All notices with respect to these Terms of Use from WINDY will be served to You by email or by general notification on the Website. Any notice provided to WINDY pursuant to these Terms of Use should be sent as set forth below.

If to WINDY then

Address : 1727, Shivajinager, Karmala, Tal-Karmala, Dist-Solapur, Maharashtra. 413203

Email : [legalinfo@windy\\_services](mailto:legalinfo@windy_services)

Principal to Principal Relationship: You and WINDY are independent contractors, and nothing in these Terms of Use will be construed to create a partnership, joint venture, association of persons, agency (disclosed or undisclosed), franchise, sales representative, or employment relationship between You and WINDY. As an abundant caution, it is clarified that WINDY shall not have any right to conclude any contract for sale or purchase of Product/s for and /or on Your behalf and both You and WINDY have entered this Terms on principal to principal basis.

• Severability: If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect. WINDY may amend in a reasonable manner such provision to make it enforceable and such amendment will be given effect in accordance with the amendment terms of these Terms of Use.

• Waiver: Any failure or delay by a party to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by such party of that provision or right. The exercise of one or more of a party's rights hereunder shall not be a waiver of, or preclude the exercise of, any rights or remedies available to such party under these Terms of Use or in law or at equity. Any waiver by a party shall only be made in writing and executed by a duly authorized officer of such party.

#### DISPUTE RESOLUTION:

In the event of any dispute arising out of or relating to these Terms, termination or invalidity thereof shall be referred to and finally resolved by an arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and or its statutory modifications. The Arbitration proceedings shall be conducted in English. The principles of natural justice must be observed in the arbitration proceedings.

The Parties shall be treated with equality and impartiality and each of them should be given an opportunity to present its case. The arbitrator/s shall not be bound by the strict rules of law and evidence and the Arbitral Tribunal shall be free to decide the matter as to do substantial justice between the Parties. The seat of Arbitration shall be at SOLAPUR. The Arbitration award shall be final and binding.

#### GOVERNING LAW:

The said Terms shall be governed and construed in accordance with the laws of the India. Subject to provisions of Article 17, the Civil Courts at Ahmedabad shall have exclusive jurisdiction to try and entertain any dispute arising out of or in connection with these Terms.

WINDY DIGITAL MARKETING LLP SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING ON ACCOUNT OF YOUR RELYING ON THE CONTENTS OF THE ADVERTISEMENT, WARRANTIES OR FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OR AGAINST INFRINGEMENT. WINDY SERVICES EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY DAMAGE.

Please Note: By accepting these Terms and Condition, you are deemed to accept our Privacy Policy.