

Terms of Use

1. GENERAL

The **Website** (www.atservicesindia.com)/**App** (AT Services) owned by Personalise services & consultancy (“**the Company**”), registered office at #26/H/28, Radha Madhab Dutta Garden Lane, Kolkata – 700010, West Bengal.

- A) The Website/App is an online platform which enables Users to book the services of persons providing household & personalize services including cleaning & hygiene, electrical, plumbing, carpentry, paintings, renovations and pest control services (“**Providers**”).
- B) For the purpose of these terms of use (“**Terms of Use**”), “**We**”, “**Us**” and “**Our**” means the Company and “**You**”, “**Your**” and “**User**” means any person who accesses or uses the Website/App or the Services. “**Services**” includes access to Our mobile application (“**App**”), any upgrades of the App, Our call and SMS based services, databases, Interactive Voice Response services and all other services and functionalities that We provide through the Website/App or Your mobile phone.
- C) By accessing or using this Website/App or the Services, You agree to be bound by these Terms of Use and other policies made available on the Website, including but not limited to the Privacy Policy available at <https://www.atservicesindia.com/privacy>. If You do not agree to these Terms of Use or any of Our Policies, please do not use the Services or access the Website/App.

2. Changes to the Terms of Use

We may modify the Terms of Use and Our Policies from time to time, by updating this document. Your continuing to use the Website/App or Services following the posting of changes will mean that You accept such changes.

3. Website/App and Services access

You may access the Website/App and the Services only if You are 18 years of age or older and are legally capable of entering into a binding contract as per law, including, in particular, the Indian Contract Act, 1872.

4. Information

- A) You may use the Services through Our App. Upon downloading the App, You are required to provide Us with Your details including Your name, address, contact number and email address and then, choose the service You need, including a suitable time for such service (“**User Information**”).

- B) After obtaining this information, We will provide You with a list of available Providers and an estimated cost of the services offered. You may confirm a booking, upon which the relevant Provider will contact You, arrive at Your residence, inspect the scope of services required and quote a final fee for the same (“**Transaction Fee**”). You may then proceed to accept and avail of the services the Provider offers (“**Transaction**”).
- C) Alternatively, You may provide Us with Your mobile phone number on the Website. We will then contact You, collect Your User Information and follow the procedure described as below:
- “ The User Information provided by You is accurate and genuine; The mobile phone number provided by You belongs to you, has been validly acquired under applicable law, and You may be contacted on the number by way of calls or SMS messages by Us or Our Providers; and You shall immediately notify Us of any un-authorized use of Your User Information or any other breach of these Terms of Use or security known to You”.
- D) Further, You authorize Us to: Collect, process and store User Information and access information including the IP address, IMEI number and MAC address of the computer/device from where the Website/App were accessed; Either directly, or through third parties, verify and confirm Your User Information; Contact You using Your User Information, including for marketing and promotional calls; and Share Your User Information with Providers who may use the same to contact You, including on Your mobile phone. Subject to the above, and Your compliance with these Terms of Use, We grant You a non-exclusive, revocable, limited privilege to access and use this Website/App and the Services.

5. **Charges & Payment**

Website/App and Services is free of cost. However, this no charge policy can be amended at Our discretion and We reserve the right to charge for any of the Services. You can pay the Transaction Fee as per assigned payment mode on completion of his/her services or through the Website/App, in Indian Rupees.

If You choose to pay the Transaction Fee through the Website/App, Your credit/debit card or other payment instruments will be processed using a third party payment gateway (“Payment Facility”) which will also be governed by the terms and conditions agreed to between You and Your issuing bank.

We will not be responsible for any loss or damage to You due to Your use of the Payment Facility on the Website/App.

We can impose limits on the number of Transactions or the Transaction Fee which We receive from You and can refuse to process any Transaction Fee, at Our sole discretion.

6. **Website/App & Services uses**

- A) You agree to make use of the Website/App and Services for their intended purpose in a bona fide manner. In particular You agree not to:
 - b) print, distribute, share, download, duplicate or otherwise copy, delete, vary or amend or use any data or User Information of any User other than You;
 - c) infringe on any intellectual property rights of any person and/or retain information in any computer system or otherwise with an intention to do so;
 - d) attempt to gain unauthorized access to any portion or feature of the Website/App, or any other systems or networks connected to the Website/App or to any server, computer, network, or to any of the Services by hacking, password “mining” or any other illegitimate means;
 - e) probe, scan or test the vulnerability of the Website/App or Services or any network connected to the Website/App or Services or breach the security or authentication measures on the Website/App or any network connected to the Website/App or Services;
 - f) use any automated systems to extract data from the Website/App;
 - g) make any inaccurate, false, unfair or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us, any Provider or any User on the Website/App;
 - h) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website/App or Our systems or networks, or any systems or networks connected to Us; or
 - i) circumvent or manipulate the Website/App, Services, registration process, Transaction Fees, billing system, or attempt to do so.
- J) You further agree not to host, display, upload, modify, publish, transmit, update, share or otherwise make available on the Website/App any information, that:
- K) contains content or other material protected by intellectual property laws unless You own or control the rights thereto or have received all necessary consents;
- L) defames, abuses, harasses, stalks, hurts religious or ethnic sentiments of, threatens or otherwise violates the legal rights of others;
- M) 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 whatever;
- N) harms minors in any way;

- O) infringes any patent, trademark, copyright or other proprietary rights;
- P) violates any law for the time being in force;
- Q) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- R) abets or assists with impersonating another person;
- S) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- T) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation;

X) conducts or forwards surveys, contests, pyramid schemes or chain letters;

XX) creates profiles or provides content that promotes escort services or prostitution;

XXX) uses any other internet service to send or post spam to drive visitors to any other site hosted on or through the Company's systems, whether or not the messages were originated by You, under Your direction, or by or under the direction of a related or unrelated third party; or

- z) contains any content which is non-compliant with the Information Technology Act, 2000, Rules and regulations, guidelines made thereunder, including Rule 3 of The Information Technology (Intermediaries Guidelines) Rules, 2011, Terms of Use or Privacy Policy, as amended/re-enacted from time to time.

7) Intellectual assets

- a. The intellectual property in the Website/App, and in the material, content and information made available on the Website/App including graphics, images, photographs, logos, trademarks, the appearance, organisation and layout of the Website/App and the underlying software code belong to Us or Our licensors.
- b. You must not copy, modify, alter, publish, broadcast, distribute, sell or transfer (whether in whole or in part) any such material. The information provided on the Website/App and through the Services is for Your personal use only.

8) Indemnity

You agree to indemnify Us, Our owners, licensees, affiliates, group companies and their respective officers, directors, agents, and employees, on demand, against any claim, action, damage, loss, liability, cost, charge, expense or payment which We may pay, suffer, incur or are liable for, in relation to any act

You do or cause to be done, in breach of the Terms of Use or Your violation of any law, rules or regulations.

9) Feedback, Reputation and Reviews

You agree to be fair, accurate and non disparaging while leaving comments, feedback, testimonials and reviews (“Feedback”) on or about the Website/App or the Services, You acknowledge that You transfer all rights in such Feedback to Us and that We will be free to use the same as We may find appropriate.

10) Terms of Use violation

If You have, or We have reasonable grounds to believe that You have, violated these Terms of Use in any way, We can indefinitely suspend or terminate Your access to the Website/App or Services at any time, forfeit any amounts paid by You and report such action to relevant authorities. We reserve the right to take recourse to all available remedies under applicable law in furtherance of the above.

11) Transactions

1) The Website/App is a platform which enables Users to interact with Providers and any transactions between You and any Provider are strictly bi-partite. We are not and cannot be a party to, or control in any manner, any Transaction between You and any Provider. We shall not and are not required to mediate or resolve any disputes or disagreements between the You and any Provider.

2) Accordingly, We will not be liable for any loss or damage incurred as the result of any such transaction. While interacting with any Provider found through the Website/App or through the Services, We strongly encourage You to exercise reasonable diligence as You would in traditional off line channels and practice judgment and common sense before committing to any Transaction or exchange of information.

3) You understand that there is no guarantee of a satisfactory response or any response at all to Your request for services of Providers.

4) All screening procedures, verification services and background checks, whether undertaken by Us or through third party consultants are performed on an “as is” and “as available” basis. By opting to avail of them You acknowledge that We will not be responsible for the quality or accuracy of the results of these procedures.

5) Providers may obtain personal information about You due to Your use of the Website/App or Services, and such Providers may use this information to harass or injure You. We do not approve of such acts, but

by using the Services, You acknowledge that We are not responsible for the use of any personal information that You disclose or share with others through the use of the Services.

12) Third Party Sites

All third party advertisements, hyperlinks or other redirection tools on the Website/App which take You to content operated by third parties are not controlled by Us and do not form part of the Website/App. We are not liable for any loss or harm that occurs to You as a result of such sites.

13) Condition of legal responsibility

THE WEBSITE/APP AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT:

- a. The Website/App or the Services will be constantly available, or available at all. We shall have no liability to You for any interruption or delay in access to the Website/App or Services availed through it, irrespective of the cause;
- b. The information on the Website/App or given through Services is complete, true, accurate or non-misleading;
- c. Any errors or defects in the Website/App or Services will be corrected;
- d. That the Website/App is secure or free of viruses, Trojans or other malware; or
- e. The contents of the Website/App or the Services do not infringe any intellectual property rights.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS, REVENUE, BUSINESS OR DATA OF ANY KIND IN CONNECTION WITH THESE TERMS OF USE, EVEN IF YOU HAVE BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

14) Privacy Policy

Any personal information You share to Us during use of this Website/App or the Services will be used in accordance with Our Privacy Policy.

15) Miscellaneous

a. Severability and Waiver

If any provisions of these Terms of Use are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term.

b. Relationship between the Company and its Users

Use of the Website/App does not create any association, partnership, venture or relationship of principal

and agent, master and servant or employer and employee between the User and the Company. Further, there is no relationship of principal and agent, master and servant or employer and employee between the Providers and the Company or the Contractor and the Company.

c. **Applicable Law and Dispute Resolution**

These Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. Any disputes pertaining to the Website/App shall be subject to the exclusive jurisdiction of the courts in Kolkata.

16) Reach Us

Contact Us for any questions or comments (including all inquiries related to exclusive rights infringement) regarding this Website/App. Email at contact@atservicesindia.com.

17) This document is an electronic record under the Information Technology Act, 2000 and rules thereunder.

This electronic record is generated by a computer system and does not require any physical or digital signatures.

18) This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, Privacy Policy and Terms of Use for access to or usage of this Website/App.

Privacy Policy

GENERAL

The **Website** (www.atservicesindia.com)/**App** (AT Services) owned by Personalise services & consultancy (“**the Company**”), registered office at #26/H/28, Radha Madhab Dutta Garden Lane, Kolkata – 700010, West Bengal. This privacy policy (“**Privacy Policy**”) applies to the Website / App to act in accordance with data protection legislation.

For the purposes of this Privacy Policy, unless defined hereunder, all capitalized terms shall have the same meaning as ascribed to, in the Terms of Use available at <https://www.atservicesindia.com/terms>,

unless the context otherwise requires.

By accessing or using the Website / App, You agree to be bound by the terms and conditions of this Privacy Policy. If You do not agree please do not use or access Our Website / App. By mere use of the Website / App, You clearly consent to Our use and disclosure of Your Information (as defined below) in accordance with this Privacy Policy, however obtained. This Privacy Policy is incorporated into and subject to the Terms of Service.

1. **INFORMATION COLLECTED AND METHOD OF COLLECTION**

We collect the following general types of information about You when You use Website / App: User Information, [Demographic Information,] Behavioural Information, and Indirect Information (collectively, “**Information**”). Upon downloading the App and in order to use Our Services, You are required to provide Us Your details including but not limited to Your name, address, contact number and email address and information regarding the service You require (“**User Information**”).

[We may collect from You, information that is not unique to You in the sense that it refers to selected population characteristics, such as Your ZIP code or postal code and occupation (“**Demographic Information**”).]

We also collect information regarding how You use Our App / Website. This includes the areas of Our Website that You visit, what Services You access, and information about Your computer hardware and software including Your IP address, browser and operating system type, domain names and access times (“**Behavioural Information**”).

Your use of certain third party services on the Website requires Us to collect such information as is considered necessary for that purpose (“**Indirect Information**”).

We do not collect sensitive personal data like the password to Your email address, physical or medical health conditions or medical records and history, biometric information, DNA or any other sensitive information that is confidential. Financial information such as bank account details, credit card details or other payment related details are collected at the payment gateway by the payment facilitator.

We collect your Information either directly from You through forms on the Website / App and through optional online surveys or third party sources that provide such Information to Us.

2. **LOCATION**

By using this Website / App, You hereby agree and understand that the Services provided to You are based on Your location and function best when We have the permission to access Your location from

Your mobile device. Whenever You open the Website / App, We use the location information from Your mobile device to tailor Your experience of the Website / App to suit Your needs. THIS INFORMATION IS NOT SHARED WITH ANYONE and is solely for providing Services. If You do not permit Us to ascertain Your location, the functionalities of the Website / App would be greatly restricted.

3. **USE OF INFORMATION**

We use Your User Information for the following purposes:

- A. To provide Our Services. This includes providing communications, promotions and information on events which may be of interest to You;
- B. To respond to any queries You may have and to communicate information to You. This includes sending e-mail or other communications regarding updates of the Website / App, contacting You about Your opinion on current Services and/or potential Services that may be offered;
- C. To operate and improve the Website / App in order to foster a positive User experience;
- D. To comply with the applicable laws; and

To investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of Our Terms of Use, or as otherwise required by law. We use [Demographic Information,] Behavioural and Indirect Information about all of Our Users collectively, such as what areas Users visit most frequently and what services Users access the most. Such data is used anonymously and in the aggregate. This information helps Us to determine what is most beneficial for Our Users, and how We can continually create a better overall experience for them. We may also use this information for the purposes of complying with the applicable laws.

We use the information regarding Your mobile device and computer hardware and software for analysing the use of Our resources, troubleshooting problems, preventing fraud and improving Our Services.

4. **DISCLOSURE OF THE INFORMATION**

The Website / App are intended to allow You to share Your Information to allow others to find You. We disclose Your Information to third parties in the manner specified below, including, but not limited to:

- a. Disclosing Your User Information so as to allow Providers to contact You for offering their services;
- b. Sharing Your Information with third parties who help Us in the delivery of Our Services to you. Information is disclosed to companies and individuals who are authorised by Us to perform functions on Our behalf;
- c. Disclosing Information to third parties if You consent to such disclosure. If You indicate that You would like to receive information about the opportunities, products or services of third parties, We supply Your User Information to select third parties for the purpose of communicating with You;

- d. We may share Your Information with Our partners and affiliates, but only in the aggregate, so that they too may understand how visitors use Our website, and also create a better overall experience for You. We also share aggregated anonymous information about visitors to the Website with Our clients, partners, other Website / App visitors, and other third parties so that they can understand the kinds of visitors and how they use the Website / App in order to serve advertisements and other kinds of marketing information to You on Our Website / App;
- e. We may disclose and transfer Your Information to a third party who acquires Our business units, whether such acquisition is by way of merger, consolidation or purchase of all or a substantial portion of Our assets;
- f. Transfer Information to a third party, including persons outside India, to improve the Services; and
- g. We disclose Your Information if legally required to, pursuant to an order from a governmental entity or in good faith. We will disclose the information bases to:
 - i. conform to legal requirements or comply with legal process;
 - ii. protect our rights or property or our affiliated companies;
 - iii. prevent a crime or protect national security; or
 - iv. protect the personal safety of Users or the public.

5. **EXTERNAL LINKS ON THE WEBSITE / APP**

The Website / App may include advertisements, hyperlinks to other websites, applications, content or resources. We have no control over such external links present in the Website / App, which are provided by persons or companies other than Us. You acknowledge and agree that We are not responsible for any collection or disclosure of Your information by any external sites, applications, companies or persons, nor do We endorse any advertising, products or other material on or available from such external application, websites or resources.

You further acknowledge and agree that We are not liable for any loss or damage which may be incurred by You as a result of the collection and / or disclosure of Your information by external applications, sites or resources, or as a result of any reliance placed by You on the completeness, accuracy or existence of any advertising, products or other materials on, or available from such applications, websites or resources. These external applications, websites and resource providers may have their own privacy policies governing the collection, storage, retention and disclosure of Your information that You may be subject to. We recommend that You enter the external application or website and review their privacy policy.

6. **CHANGES TO YOUR INFORMATION**

You may review, correct, update, change or delete Your User Information on the Website / App.

We reserve the right to verify and authenticate Your identity and Your User Information. Access to or correction, updating or deletion of Your User Information may be denied or limited by Us if it would violate another person's rights and / or as otherwise permitted by applicable law.

7. **CHANGES TO THIS PRIVACY POLICY**

We reserve the right to update, change or modify this Privacy Policy at any time. The Privacy Policy shall come to effect from the date of such update, change or modification. If You continue to access or use the Website / App even after any such changes have been made, it would be deemed to be Your implied consent to the changed Privacy Policy.

8. **COOKIES AND OTHER TRACKING TECHNOLOGIES**

We utilize “cookies” and other tracking technologies. A “cookie” is a small text file that may be used, for example, to collect information about Website activity. Some cookies and other technologies may serve to recall Information previously indicated by a User. Most browsers allow You to control cookies, including whether or not to accept them and how to remove them. You may set most browsers to notify You if You receive a cookie, or You may choose to block cookies with Your browser.

Tracking technologies may record information such as internet domain and host names; internet protocol (IP) addresses; browser software and operating system types; stream patterns; and dates and times that Our Website / App is accessed. Our use of cookies and other tracking technologies allows Us to improve Our Website / App and Your experience.

9. **DISCLAIMER**

We cannot ensure that all of Your Information will never be disclosed in ways not otherwise described in this Privacy Policy. Therefore, although We are committed to protecting Your privacy, We do not promise, and You should not expect, that Your Information or private communications will always remain private. As a User of the Website / App, You understand and agree that You assume all responsibility and risk for Your use of the Website / App, the internet generally, and the information You post or access and for Your conduct on and off the Website / App.

10. **INDEMNITY**

You agree and undertake to indemnify Us in any suit or dispute by any third party arising out of disclosure of Information by You to third parties either through Our Website / App or otherwise and Your use and access of websites, applications and resources of third parties. We assume no liability for any actions of third parties with regard to Your Information, which You may have disclosed to such third parties.

11. **SEVERABILITY**

Each clause of this Privacy Policy shall be and remain separate from and independent of and severable from all and any other clauses herein except where otherwise expressly indicated or indicated by the context of the agreement.

The decision or declaration that one or more of the clauses are null and void shall have no effect on the remaining clauses of this Privacy Policy.

12. **CONTACT**

Feedback or comments about this Privacy Policy can be sent to contact@atservicesindia.com.