

MKS OTERRI PRIVATE LIMITED – TERMS OF USE

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Version: 1.0

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These Terms of Use (“**Terms**”) for usage of the MKS Oterri Portal (*as defined below*) is published by MKS OTERRI PRIVATE LIMITED (CIN: **U46510MH2024PTC424223**) a company registered under the Companies Act, 2013 and having its registered office at **H. NO. 526 4TH FLOOR, BHANGDIYA HOUSE, Dhantoli, Nagpur, Nagpur- 440012, Maharashtra, (“OterRi”)** for providing MKS Oterri Services (*as defined below*) to the Users (*as defined below*).

The User shall be deemed to have accepted these Terms on continuing to use the MKS Oterri Portal. Upon such confirmation and acceptance, these Terms shall come into effect and be held to be a valid agreement between MKS and the User. By mere use of the MKS Oterri Portal, the User shall be deemed to have accepted these Terms including the Privacy Policy (*as defined below*).

For the purpose of these Terms, wherever the context so requires, the term:

- (i) “**Applicable Laws**” shall include all laws, statutes, ordinances, bills, regulations, guidelines, policies, and other pronouncements having the effect of law of all or any applicable jurisdictions by state, municipality, court, tribunal, government, ministry, department, commission, arbitrator or board or such other body which has the force of law within the territory of India.
- (ii) “**Account Information**” shall have the meaning ascribed to it in Clause 3.2.
- (iii) “**Content**” shall include, without limitation, data, text, software scripts, interactive features generated, graphics, images, photos, documents, audio, video, location data, nearby places and all other forms of information or data.
- (iv) “**Delivery**” means the pick — up of laundry goods of the User by the Delivery Service Provider from the point of pick — up, until the point of drop — off of the laundry goods of the User at the desired address / place of the User or of the laundry partners of MKS.
- (v) “**Delivery Request**” shall mean any request received from the Users for availing MKS Oterri Services on the MKS Oterri Portal.
- (vi) “**Delivery Service Provider**” shall mean an independent Person engaged by MKS to provide MKS Oterri Services to the User and towards the same, the Delivery Service Providers have registered themselves on the MKS Oterri Portal.
- (vii) “**Device**” means a mobile device, computer / laptop owned or controlled, or any other device owned or controlled by the User: (a) on which the MKS Oterri Portal has been installed as authorised by MKS for the purpose of obtaining the MKS Oterri Services; and (b) that can allow the User to have access to the MKS Oterri Services.

- (viii) “**Grievance Officer**” shall have the meaning as ascribed to it under Clause 20.
- (ix) “**MKS Oterri Account**” shall mean the account created by the User by providing relevant information to MKS on the MKS Oterri Portal including but not limited to certain Personal Information.
- (x) “**MKS Oterri Portal**” means, jointly, an internet portal located at (i) URL — www.oterri.com (“**Website**”); (ii) a computer program designed to run on smartphones and tablets i.e. a mobile application available for Android operating system located at URL — <https://play.google.com/store/apps/details?id=com.mksoterri.app> and for the iOS operating system located at URL — <https://apps.apple.com/in/app/oterri/id6503596247> (“**App**”).
- (xi) “**MKS Oterri Services**” shall mean means the service relating to pick — up and delivery of laundry items provided by MKS through their MKS Oterri Portal or such other platforms, communication media or channels as are from time to time operated and made available by or on behalf of MKS to Users through Delivery Service Providers. “**MKS Oterri Services**” also includes MKS’s arrangement for a third — party payment processor or mobile payment platform to process the service fee for a Delivery requested via the MKS Oterri Portal.
- (xii) “**Person**” shall mean any natural person, trust, firm, company, governmental authority, joint venture, association, partnership, society, or other entity (whether or not having a separate legal personality);
- (xiii) “**Personal Information**” shall have the meaning ascribed to the term in Clause 10;
- (xiv) “**Privacy Policy**” shall mean MKS’s privacy policy applicable to the use of MKS Oterri Portal as available at <https://rdxuat.com/2023-24/oterri/pdf/Privacy-Policy.pdf> and as amended from time to time;
- (xv) “**Service Fee**” means the amount (including applicable taxes and fees) that MKS is entitled to charge the User for the provision of MKS Oterri Services through the MKS Oterri Portal;
- (xvi) “**Third Party Policies**” means these Terms (*as amended, modified or restated from time to time*) read with policies of TSPs (*as defined below*), including but not limited to Third — Party Policies enumerated in these Terms;
- (xvii) “**TSPs**” shall mean, third party service providers, as applicable, whose services are used in addition to or in conjunction with the MKS Oterri Services;
- (xviii) “**User**” shall mean any Person who accesses the MKS Oterri Portal and / or accepts these Terms and Privacy Policy available at www.oterri.com and / or seeks to avail the MKS Oterri Services by creating a MKS Oterri Account. Nothing in these Terms shall be deemed to confer any third — party rights or benefits;
- (xv) “**User ID**” means the identification and password key chosen by a User by which the User can access and use the MSK Oterri Portal on their Device;
- (xvi) “**User Information**” means information provided by MKS to the Delivery Service Provider via the MKS Oterri Portal indicating the User’s name, the pick — up location indicated by the User for the Delivery and the drop location for the Delivery.

1. Acceptance

- 1.1. Accessing, registering, browsing, transacting or otherwise using the MKS Oterri Portal and availing the MKS Oterri Services indicates the User's agreement and acceptance to all the terms under these Terms. By impliedly and or expressly accepting this Terms, the User also accepts and agrees to be bound by:
 - 1.1.1. all of MKS's policies (including but limited to the Privacy Policy available at www.oterri.com, as amended from time to time).
 - 1.1.2. any plan limits, product disclaimers or other restrictions presented to the User on the MKS Oterri Services page of the Portal;
 - 1.1.3. the applicable Third Party Policies which are incorporated herein by way of reference.
- 1.2. By mere use of this MKS Oterri Portal, the User shall be contracting with MKS and these Terms including the Third Party Policies, as applicable, constitute the User's binding obligations with MKS. Notwithstanding anything stated herein, if the User transacts on the MKS Oterri Portal and / or avails services of TSPs on the Portal, it shall be subject to the Third Party Policies that are applicable for such transaction and / or use. Every time the User requests for MKS Oterri Services by accessing the MKS Oterri Portal, the User shall be deemed to have entered into a fresh contract with MKS and each such request for availing MKS Oterri Services shall be construed as an independent contract each having its terms and conditions as outlined in these Terms.
- 1.3. These Terms shall be binding upon the User and its legal heirs, successors or permitted assigns, as the case may be.

2. Registration Eligibility

Use of the MKS Oterri Portal is available only to Persons who can enter into legally binding contracts under the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors and un — discharged insolvents or persons of unsound mind are not eligible to use the MKS Oterri Portal. Any Person under the age of 18 (Eighteen) shall not register as a User and shall not transact or use the MKS Oterri Portal. MKS reserves the right to terminate any Users' membership / MKS Oterri Account and / or refuse to provide such Person with access to the MKS Oterri Portal if it is brought to MKS's notice or if it is discovered that such User is not eligible to use the MKS Oterri Portal.

3. User's MKS Oterri Account and Registration Obligations

- 3.1 Registration on the MKS Oterri Portal is mandatory for using the MKS Oterri Services. MKS requires the User to provide MKS with certain User information in order to create an account ("**MKS Oterri Account**") through a login ID and password.
- 3.2 All information required to be entered into the MKS Oterri Portal by the User, towards creation of MKS Oterri Account, shall collectively be referred to as "**Account Information**". The MKS Oterri Account shall only be created upon the User providing all the Account Information as may be required using the computer systems and upon MKS verifying the email ID and the phone number provided by the User on the MKS Oterri Portal at the time of registration.

- 3.3 The User shall at the time of registration of MKS Oterri Account provide following details on the MKS Oterri Portal:
 - 3.3.1. User's email address;
 - 3.3.2. Ten- digit mobile number;
 - 3.3.3. Laundry order pick-up location;
 - 3.3.4. Photographs of apparel (Optional)
- 3.4 MKS may refuse membership and deny access to the MKS Oterri Portal to any User at its sole discretion. MKS may deactivate the User ID in cases of security precautions, misuse of User ID or any other reasons as deemed fit by MKS in its sole discretion.
- 3.5 User will be responsible for maintaining the confidentiality of the Account Information and shall be fully responsible for all activities that occur under its MKS Oterri Account. The User agrees to (i) immediately notify MKS of any unauthorised use of its Account Information or any other breach of security; and (ii) ensure that the User exits the MKS Oterri Account at the end of each session. MKS cannot and will not be liable for any loss or damage arising from the User's failure to comply with this sub - clause 3.5. The User may be held liable for losses incurred by MKS or any other User or visitor of the MKS Oterri Portal due to authorised or unauthorised use of the User's MKS Oterri Account as a result of the User's failure in keeping the Account Information confidential.
- 3.6 The User will not allow any third party to use the MKS Oterri Account for the purpose of transacting activities in the name of the User of the MKS Oterri Portal.
- 3.7 The User shall ensure that the Account Information provided by them on the MKS Oterri Portal is complete, accurate and up to date.
- 3.8 In case the User wishes to update or amend the User Information the User may do so by visiting the Profile page.
- 3.9 The User agrees that if they provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, outdated or incomplete) or if MKS has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, incomplete or not in accordance with the Terms or any other policy, MKS shall have the right to indefinitely suspend, block or terminate the User's MKS Oterri Account on the MKS Oterri Portal and refuse to provide the User with access to the MKS Oterri Portal.
- 3.10 MKS shall not be liable if the User do not download the appropriate MKS Oterri Portal to create their MKS Oterri Account and access the MKS Oterri Services provided by MKS.

4. Description MKS Oterri Services on the MKS Oterri Portal

- 4.1 MKS Oterri Portal allows every registered user to avail MKS Oterri Services from the MKS Oterri Portal as a User subject to these Terms.
- 4.2 MKS Oterri Portal provides a platform to the Users to avail MKS Oterri Services on the MKS Oterri Portal. MKS Oterri Services are limited to connecting the Users with laundry channel partners and Delivery Service Providers, and it also provides secondary services to the Users such as wardrobe management.
- 4.3 MKS Oterri Services as hosted by the MKS Oterri Portal are independent in nature, and they don't endorse or claim that such MKS Oterri Services provided by MKS Oterri Portal

are owned by MKS. MKS is merely acting as a facilitator to provide the MKS Oterri Services to the User via the MKS Oterri Portal.

- 4.4 A User will be able to place the laundry service request and Delivery Request for its laundry items via the MKS Oterri Portal. As soon as the requests is accepted by the laundry channel partner and Delivery Service Provider, the Delivery Service Provider details along with the vehicle details shall be shared with the User and the User details shall be shared with the Delivery Service Provider who will be able to contact the User through the MKS Oterri Portal only so that the User and the Delivery Service Provider can coordinate with each other easily. The User acknowledges and agrees to MKS sharing such User Information to the Delivery Service Provider, including the channel partner's contact information and location.
- 4.5 The User agrees that they shall not submit MKS Oterri Service requests for the Delivery of any goods other than laundry goods as specified on the MKS Oterri Portal.
- 4.6 The User agrees that before requesting MKS Oterri Services on the MKS Oterri Portal for laundry services, they will thoroughly inspect the laundry items to ensure they do not contain any prohibited items or materials that are not suitable for transportation under Applicable Laws. Prohibited items include, but are not limited to, items such as hazardous chemicals, firearms, currency, precious metals, and illegal substances.
- 4.7 The User also agrees that in the event of any illegal activity or intention to engage in illegal activity related to the laundry items during the provision of MKS Oterri Services, the Delivery Service Provider or the laundry channel partners reserve the right to report such activity to MKS or relevant governmental authorities.
- 4.8 For the purpose of availing MKS Oterri Services for laundry services, the User expressly acknowledges and agrees that their location information or the location information of the place they intend for the collection of laundry items for delivery by the Delivery Service Provider will be provided to MKS via the MKS Oterri Portal, and in person to the Delivery Service Provider in order to obtain MKS Oterri Services.

5. **Service Fee, Invoicing and Payment Terms**

5.1. Service Fee

- 5.1.1. Upon completion of the Delivery Request, the MKS Oterri Portal shall display an appropriate amount to be charged to the User for the MKS Oterri Services availed ("**Service Fee**").
- 5.1.2. As a part of the MKS Oterri Services, MKS will arrange for a third-party payment processor or mobile payment platform to process the Service Fee for MKS Oterri Services.
- 5.1.3. The Service Fee of the User shall be paid either on the MKS Oterri Portal or through cash payment for any Service Fee. The Service Fee shall be calculated on the basis of the price list displayed on the app by the service providers. This Service Fee shall be as enumerated in the MKS Oterri Portal.
- 5.1.4. The Service Fee is inclusive of any tax applicable under the Applicable Laws.

5.2. Invoicing and Payment Terms

- 5.2.1. MKS operates, and the User accepts, a system for receipts being issued by MKS on behalf of the laundry channel partner and Delivery Service Provider for the MKS Oterri Services availed by the User. The receipts, which are issued by MKS to the User, shall be made available to the User on their MKS Oterri Account or shall be sent in copy by email. The receipts may include specific information regarding the User in relation MKS Oterri Services provided, including but not limited to the User's name, location and contact information.
- 5.2.2. The Service Fee shall be paid by the User either through the third-party payment gateway available on the MKS Oterri Portal or by payment of cash to the Delivery Service Provider for the MKS Oterri Services availed by them.
- 5.2.3. User shall be responsible for any tax as applicable under the Applicable Laws including taxes relating to the MKS Oterri Services.

6. User's Obligations

- 6.1. User shall ensure that the MKS Oterri Services they are availing from the MKS Oterri Portal are limited to the purpose of laundry services and Delivery services only and no such MKS Oterri Services are availed for any illegal or unlawful purposes which can arise any liability to the MKS Oterri Portal.
- 6.2. User shall treat the Delivery Service Providers and the laundry channel partner with all due respect at all times and not engage in any unlawful, threatening, harassing, or abusive behavior, and shall maintain the decency to not damage their vehicle or any property of the Delivery Service Providers or the laundry channel partner providing the MKS Oterri Services.
- 6.3. User shall not cause any nuisance, annoyance, or inconvenience to any Person including but not limited to MKS or any third parties. They shall not misuse the MKS Oterri Portal or attempt to defraud either MKS or any third parties.
- 6.4. User shall ensure to input accurate locations for the pickup and drop—off on the MKS Oterri Portal. No special requests for dropping off at any other stop in the midway of the journey shall be accepted by the Delivery Service Provider.
- 6.5. User shall maintain punctuality and ensure that the laundry items are ready to be picked up on time by the Delivery Service Provider.
- 6.6. User shall make all the payment of the MKS Oterri Services that they have availed. User shall not default the payment for any services availed by them. User shall accept and avail the MKS Oterri Services only if they are willing to pay for such MKS Oterri Services availed by them.
- 6.7. User shall disclose all relevant information regarding their laundry items so that any additional measures required to be undertaken - are complied with by the Delivery Service Provider or laundry channel partner.
- 6.8. User is aware that while requesting MKS Oterri Services through the MKS Oterri Portal, standard messaging charges, data charges, voice charges as applicable, of the User's Device network service providers shall apply, and all such charges as applicable will be borne by the User.

- 6.7 User shall not engage / indulge in any fraudulent activities, including but not limited to intentionally falsifying information, creating dummy/duplicate accounts for fraudulent purposes, manipulating settings on a phone/any other device to prevent or impair the proper functioning of the MKS Oterri Portal, abusing promotions, disputing charges for fraudulent or illegitimate reasons, falsifying documents, records, or other data for fraudulent purposes, or any other activity which is in contravention of Applicable Laws or is in violation of these Terms.

7. Use of the MKS Oterri Portal

- 7.1. The User agrees, undertakes, and confirms that its use of the MKS Oterri Portal shall be governed by the binding principles contained herein below. The User shall not host, display, upload, modify, transmit, update or share any information that:

- 7.1.1. belongs to another Person and to which user does not have any right to;
- 7.1.2. 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;
- 7.1.3. is unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" under Applicable Laws;
- 7.1.4. is misleading in any way;
- 7.1.5. harasses or advocates harassment of another Person;
- 7.1.6. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- 7.1.7. infringes 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;
- 7.1.8. provides instructional information about illegal activities such as making or buying illegal weapons or any other objects, violating someone's privacy, or providing or creating computer viruses;
- 7.1.9. tries to gain unauthorized access or exceeds the scope of authorized access to the MKS Oterri Portal or to profiles, blogs, communities, Account Information, bulletins, or other areas of the MKS Oterri Portal or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- 7.1.10. interferes with another user's use and enjoyment of the MKS Oterri Portal;
- 7.1.11. contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, 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;

- 7.1.12. harms minors in any way; violates any law for the time being in force or impersonates another Person;
 - 7.1.13. threatens the unity, integrity, defence, security or sovereignty of India, India's 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 any other nation;
 - 7.1.14. directly or indirectly, offers, attempts to offer, trades, or attempts to trade in any item, the dealing of 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; or
 - 7.1.15. creates any liability for MKS or causes MKS to lose (in whole or in part) the services of TSPs for other clients or suppliers.
- 7.2. User shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the MKS Oterri Portal or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the MKS Oterri Portal or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the MKS Oterri Portal. MKS reserves its right to bar any such activity.
 - 7.3. User shall not attempt to gain unauthorized access to any portion or feature of the MKS Oterri Portal, or any other systems or networks connected to the MKS Oterri Portal or to any server, computer, network, by hacking, password "mining" or any other illegitimate means.
 - 7.4. User shall not make any negative, denigrating, or defamatory statement(s) or comment(s) about MKS, the MKS Oterri Portal or the brand name or domain name used by MKS or otherwise engage in any conduct or action that might tarnish the image or reputation, of MKS or otherwise tarnish or dilute any of MKS 's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by MKS. User agrees that it will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the MKS Oterri Portal or MKS's systems or networks, or any systems or networks connected to MKS.
 - 7.5. User agrees not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the MKS Oterri Portal or with any other Person's use of the MKS Oterri Portal.
 - 7.6. User may not forge headers or otherwise manipulate identifiers in order to disguise the origin or transmittal of any message the User sends to MKS on or through the MKS Oterri Portal. User may not pretend that it is, or that it represents someone else, or impersonate any other individual or entity.
 - 7.7. User may not use the MKS Oterri Portal or any Content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of MKS and/or others.
 - 7.8. User shall be solely responsible for undertaking measures to: (1) prevent any loss or damage to their MKS Oterri Account; (2) maintain independent archival or backup copies

of any Content posted on the MKS Oterri Account; (3) ensure the security, confidentiality and integrity of all MKS Oterri Account transmitted through or stored on the TSP's servers.

- 7.9. User acknowledges that MKS is required to report cybersecurity incidents related information with appropriate authority, such as their identity, location, friends, etc. and relevant data in connection therewith, which report may include data of the Users and their activities on the MKS Oterri Portal.

8. Disclaimer of Warranties

- 8.1. The User acknowledges that the use of the MKS Oterri Services is at its sole risk. MKS disclaims all representations and warranties of any kind, whether express or implied as to condition, suitability, quality, merchantability, and fitness of the MKS Oterri Services offered.
- 8.2. MKS shall not be responsible for any loss or damage, howsoever caused or suffered by the User arising out of the use of the MKS Oterri Services or due to MKS's failure to provide the MKS Oterri Services at all, for any reason whatsoever whether or not beyond the control of MKS.
- 8.3. MKS makes no guarantees, warranties, or representations as to the actions or conduct of any Delivery Service Providers or the laundry channel partners. Responsibility for the decisions the User makes regarding availing the MKS Oterri Services (with all its implications) rests solely with the User. User agrees that it is the User's responsibility to take reasonable precautions in all actions and interactions with any third party the User interacts with through the MKS Oterri Portal.
- 8.4. The Delivery and laundry services availed through the MKS Oterri Portal are entirely the responsibility of the User. Therefore, the User understands that by using the MKS Oterri Portal and the MKS Oterri Services the User may be introduced to third parties that may be potentially dangerous, and the User's use of the MKS Oterri Portal and / or the MKS Oterri Services is at the User's own risk.
- 8.5. MKS will not assess the suitability, legality or ability of any such third parties the User expressly waives and releases MKS from any and all liability claims, causes of action, or damages arising from the User's use of the MKS Oterri Portal or MKS Oterri Services, or in any way related to third parties introduced to the User by the MKS Oterri Portal and/or the MKS Oterri Services. The User expressly waives and releases any and all rights and benefits under Applicable Laws.
- 8.6. MKS makes no representation that the MKS Oterri Portal will be constantly available or available at all times. The User agrees and acknowledges that the MKS Oterri Portal is an online portal and is susceptible to downtimes, crashes or other such technical issues for which MKS shall not be responsible to the User in any manner whatsoever. Nothing contained in these Terms shall be deemed to be a warranty implied or otherwise as to the availability of the MKS Oterri Portal at all times.
- 8.7. The User agrees and acknowledges that MKS is not responsible for the continuous availability of any services from third parties and shall not be liable for any loss or damage which may be incurred by the User as a result of such non-availability or as a result of any reliance placed by the User on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such third parties.

- 8.8. The User agrees and acknowledges that MKS is merely facilitating the MKS Oterri Services between Users, laundry channel partner and Delivery Service Providers. It is clearly and specifically understood and agreed between the parties that there does not and shall not exist at any point of time, during the course of the User's usage of the MKS Oterri Portal, an employer-employee relationship between the User and MKS.
- 8.9. The Delivery Service Providers and laundry channel partners are independent contractors. MKS is not responsible for the behaviour, actions, or inactions of Delivery Service Providers or laundry channel partners or quality of the vehicle or the services which may be provided to the Users by the Delivery Service Providers or laundry channel partners. Any contract for the MKS Oterri Services is exclusively between the User and the Delivery Service Providers or the User and laundry channel partners. MKS is not a party to the same. The User avails MKS Oterri Services from the MKS Oterri Portal at their own risk.
- 8.10. For the avoidance of doubt, it is clarified that the MKS itself does not provide the MKS Oterri Services and is not a service provider. You acknowledge and understand that MKS's role is limited to that of a discovery platform by way of the MKS Oterri Portal which facilitates lead generation and discovery of laundry channel partners and Delivery Service Providers who provide or offer to provide you MKS Oterri Services directly who are not employed by MKS or any of its affiliates. The MKS Oterri Services are offered / provided at the discretion of the laundry channel partners or the Delivery Service Providers and you can accept the offer for MKS Oterri Services at your discretion.
- 8.11. EXCEPT AS EXPLICITLY STATED IN THESE TERMS, THE MKS OTERRI SERVICES AND THE ACCESS TO THE MKS OTERRI PORTAL ARE PROVIDED "AS IS," AND USER'S USE OF THE MKS OTERRI SERVICES AND MKS OTERRI PORTAL IS AT ITS OWN RISK. MKS (INCLUDING ANY THIRD-PARTY ASSISTING MKS IN PROVISION OF SERVICES) DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, PERFORMANCE, USAGE, OR TRADE PRACTICE. MKS DOES NOT WARRANT THAT THE MKS OTERRI SERVICES AND/OR THE MKS OTERRI PORTAL WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

9. Term, Termination, Suspension or Deletion of MKS Account

- 9.1. These Terms shall commence on the date of its electronic acceptance by the User and remain in effect until terminated in the manner specified hereinbelow.
- 9.2. Suspension or deletion of MKS Account by MKS

MKS reserves the right to suspend or delete the MKS Oterri Account with immediate effect without any notice, if:

- 9.2.1. MKS is required to do so;
- 9.2.2. the TSPs suspend or terminate the MKS Oterri Services being provided by them;
- 9.2.3. the User provides an information, including Account Information and / or, Personal Information that is untrue, inaccurate, not current, or incomplete, or

becomes untrue, inaccurate, not current or incomplete) or if MKS has reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with these Terms and MKS may have the obligation to intimate the relevant TSPs of the same;

- 9.2.4. it is brought to MKS 's notice or if it is discovered that the User is not eligible to use the Portal and / or the MKS Oterri Account;
- 9.2.5. MKS believes that the User's use of the MKS Oterri Account may be in breach of Applicable Laws;
- 9.2.6. MKS believes that the User has committed a breach of these Terms; or
- 9.2.7. MKS believes that the User's use of the MKS Oterri Account may compromise and have an adverse effect on MKS's systems or networks.

9.3. Deletion of MKS Oterri Account by User

- 9.3.1. User may at any time delete their MKS Oterri Account.
- 9.3.2. Upon the User selecting the option to delete their MKS Oterri Account and confirming the same, the MKS Oterri Account is deleted, and User shall not be able to login or access their MKS Oterri Account for any reason whatsoever.
- 9.3.3. Users are requested to ensure sufficient back-up of their Content prior to deletion of their MKS Oterri Account. However, it is clarified that the User's Personal Information available with MKS shall continue to be with MKS, if required and to the extent required to enable compliance under Applicable Laws and shall not be immediately deleted.

10. Collection of Personal Data

- 10.1. By using the MKS Oterri Portal, the User authorizes MKS to collect information that can be used to identify or contact a single Person (including but not limited to, name, contact preference, telephone number, e-mail address, location tracking, etc.) ("**Personal Information**") and other non-personal information about the User and use and/or disclose the same if MKS believes that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any Applicable Law, regulation, legal process or enforceable governmental request including to law enforcement and in response to a court order, (b) detect, prevent, or otherwise address fraud, technical or security issues, (c) enforce applicable Terms, including investigation of potential violations thereof, or (d) protect against harm to the rights or properties of MKS , its users or the public as required or permitted by law, (e) to protect MKS against third-party claims. MKS may also provide and/or disclose such information to any other trusted businesses or persons for the purpose of processing Personal Information on behalf of MKS. MKS shall however, not be liable for any misuse of any Personal Information or non-personal information of the User by any TSP.
- 10.2. User agrees that the information provided on the MKS Oterri Portal may be stored, processed, and transmitted manually/electronically by MKS. User also agrees to provide accurate information on the MKS Oterri Portal and shall be liable for any damages and disputes arising due to the inaccuracy of the information.

11. Copyright, Trademark and Restrictions

- 11.1. All material of, or contained on the MKS Oterri Portal, including but not limited to text, design, graphics, interfaces, artworks or computer code(s) and the selection, structure, co-ordination, expression, the look, feel and arrangements of the Content on the MKS Oterri Portal (hereinafter referred to as "**Materials**"), images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights are properties either owned by or licenced to MKS. The names including website are owned by or licensed to MKS and logos and all related product and service names, design marks and slogans are the trademarks or service marks of MKS its affiliates, its partners, or its suppliers. The use of the Materials or any other Content on the MKS Oterri Portal, except as provided in these Terms, is strictly prohibited.
- 11.2. User must not sell or modify the Content of this MKS Oterri Portal or copy, reproduce, display, publicly perform, republish, upload, post, transmit, distribute, or otherwise use such material in any way, including by email or other electronic means and whether directly or indirectly and also, the User must not assist any other Person to do so, for any public or commercial purpose.
- 11.3. A single copy of the Materials may be downloaded or otherwise copied from the MKS Oterri Portal for the User's own personal, non-commercial use only, provided however, that all copyright and other proprietary notices are kept intact. Any further copying, reproduction, publication, posting, transmission, or distribution of any part of the MKS Oterri Portal in any way is strictly prohibited. Except as provided herein, no license or right, express, or implied, is granted to any Person under any intellectual property right. Modification of the Materials or use of the Materials for any other purpose is a violation of copyright and other proprietary rights of MKS.

12. Third Party Software

- 12.1. MKS reserves the right to modify, change, or discontinue any Third Party Software at any time, and User agrees to cooperate in performing such steps as may be necessary to install any updates to the Third Party Software. The Third Party Software is neither sold nor distributed to the User, and the User may use the Third Party Software solely as part of the Portal. User may not use the Third Party Software outside of the Portal.
- 12.2. MKS may provide User's Personal Information to the TSPs only to the extent as required to provide the Third Party Software. User acknowledges and agrees that User's use of the Third Party Software is subject to MKS's agreement(s) with the TSPs.
- 12.3. In addition, if the Third Party Software is accompanied by or requires consent to a service or license agreement from the TSPs, User's use of the Third Party Software is subject to such service or license agreement. User may not download, install, or use any Third Party Software that is accompanied by or requires consent to a service or license agreement from a TSPs, unless the User first agrees to the Terms of such service or license agreement.
- 12.4. User may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on the Third Party Software. User may not reverse engineer, decompile, or disassemble the Third Party Software, except and only to the extent that such activity is expressly permitted by Applicable Laws.
- 12.5. User acknowledges and agrees that MKS and/or the TSPs make no representations or warranties about any Third Party Software offered in connection with the MKS Oterri

Services, and expressly disclaims any liability or damages (whether direct, indirect, or consequential) arising from the use of the Third Party Software.

- 12.6. User acknowledges and agrees that any Third Party Software will be supported by MKS and not by the TSPs.

13. Services provided by TSPs and TSP's policies

- 13.1. The Website and MKS Oterri Account may contain components of services provided by TSPs.
- 13.2. The MKS Oterri Portal and MKS Oterri Account may contain links to the programming interface of the third parties, which may take over from the User and link the User to the portal of such third parties to process user request and complete the services.
- 13.3. Any access to and use of such linked services or programming interface is not governed by these Terms, but instead shall be governed by the policies of those TSPs. MKS shall not be responsible for the information practices of such TSPs.
- 13.4. MKS Oterri Account may include or link to services that are being provided by third parties ("**Third Party Services**"). User's use of such Third Party Services shall be governed by the Terms of use and privacy policy applicable to the corresponding TSPs.
- 13.5. Notwithstanding the generality of the above, User agrees that the MKS Oterri Portal and MKS Oterri Account allows the below mentioned TSPs to have access to and connect to the MKS Oterri Portal and/or MKS Oterri Account, and in light of the same, the User shall also be bound by the applicable policies of such TSPs, to the extent applicable and the same shall be deemed to be incorporated herein. User are required to read, understand, and agree to the same.
- 13.6. MKS does not screen or investigate Third Party Services before or after including/linking it to the MKS Oterri Portal and/or MKS Oterri Account. Further, MKS may in its sole discretion and without any obligation, verify any updates, modifications, or changes to any Third Party Services included/linked to the MKS Oterri Account, wherever deemed appropriate by MKS, but shall not be liable for any delay or inaccuracies related to such updates.
- 13.7. MKS does not endorse any advertising, products, or other materials on or available from such TSPs and assumes no responsibility or liability for any Third Party Services. Third Party Services does not reflect the views of MKS or that of MKS affiliate companies, branches, employees, officers, directors, or shareholders.

14. Limitation of Liability

- 14.1. IN NO EVENT SHALL MKS, ITS AFFILIATES, GROUP COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE TO THE USER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS, INCLUDING ANY THAT MAY RESULT FROM (I) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (II) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF MKS'S SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS WEBSITE OR ANY SITES

LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE MKS OTERRI PORTAL, (V) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS MKS OTERRI PORTAL OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE MKS OTERRI PORTAL, (VI) ANY CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (VII) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF USER'S USE OF THIS MKS OTERRI PORTAL OR THE MKS OTERRI SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE USER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 14.2. Notwithstanding anything contained in these Terms or elsewhere, MKS shall not be held responsible for any loss, damage, or misuse of the User's Personal Information, if such loss, damage, or misuse is attributable to a Force Majeure Event. For the purposes of these Terms, a "**Force Majeure Event**" shall mean any event that is beyond the reasonable control of MKS and shall include, without limitation, sabotage, fire, flood, explosion, act of God, epidemic, pandemic, civil commotion, strikes, lockouts or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, civil disturbances, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, and any other similar events not within the control of MKS and which MKS is not able to overcome.
- 14.3. Subject to the above and notwithstanding anything to the contrary contained in these Terms, the maximum aggregate liability (whether in contract, tort (including negligence) or equity) of MKS vis-à-vis any User, regardless of the form of claim, be INR 100/— (Rupees Hundred only).
- 14.4. The foregoing limitations of liability will apply to the fullest extent permitted by law, notwithstanding the failure of essential purpose of any limited remedy herein and shall survive any termination or expiration of these Terms or User's use of the MKS Oterri Portal.

15. Remedy

Termination or expiration of these Terms, in part or in whole, shall not limit MKS from pursuing other remedies available to it, nor shall MKS be liable to the User for any damages resulting solely from termination as permitted herein.

16. Indemnity

- 16.1. The User shall indemnify and hold harmless MKS, its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of (i) any breach or alleged breach by the User of the Terms (ii) any harm to the reputation and goodwill of MKS, (iii) any claim of violation of intellectual property of a third party by User's usage of the MKS Oterri Services in a manner not permitted under these Terms; and (iv) fraud, negligence and misconduct of the User.
- 16.2. MKS does not and will not assess nor monitor the suitability, legality, ability, of any Delivery Service Providers and / or the laundry channel partners, and User expressly waives and releases MKS from any and all liability, claims or damages arising from or

in any way related to the Delivery Service Providers and / or the laundry channel partners. MKS will not be a party to disputes, negotiations of disputes between User and the Delivery Service Providers or the laundry channel partners. Responsibility for the decisions you make regarding services offered through the MKS Oterri Services and/or the MKS Oterri Portal (with all its implications) rests solely with and on User. The User expressly waives and releases MKS from any and all liability, claims, causes of action, or damages arising from User's use of the MKS Oterri Services and/or the MKS Oterri Portal, or in any way related to the Delivery Service Providers or the laundry channel partner introduced by the MKS Oterri Services and/or the MKS Oterri Portal.

- 16.3. The User shall be liable to indemnify and hold MKS harmless against all damages, losses, costs and expenses incurred by MKS as a consequence of any complaint from any third parties/ Delivery Service Providers or the laundry channel partners received by MKS with respect to the User.
- 16.4. IN NO EVENT WILL MKS BE LIABLE FOR ANY, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE TO THE USER, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

17. **Applicable Law**

The Terms shall be governed by and interpreted and construed in accordance with the laws of India. Parties hereby agree that the courts of Mumbai, India shall have exclusive jurisdiction to the exclusion of all other courts.

18. **Jurisdiction and Dispute Resolution**

Any dispute or disagreement arising out of these Terms including but not limited to issues relating to the rights and liabilities of both parties i.e., the Users and/or MKS, interpretation of these Terms, and all such other issues arising out of these Terms shall be subject to the exclusive jurisdiction of the courts at Mumbai.

19. **Contact Us**

Please send any questions or comments (including all inquiries related to service experience and quality concerns) regarding the MKS Oterri Portal or the MKS Oterri Services at **402/B Sagar tech plaza, Saki Vihar Road near Sakinaka metro station Mumbai, Maharashtra - 400072.**

20. **Grievance Officer**

- 20.1. In accordance with Information Technology Act 2000 and rules made thereunder and the Consumer Protection Act, 2019 and the Consumer Protection (E-Commerce) Rules, 2020, the name and contact details of the Grievance Officer are provided below:

Name: Mitesh Darji

Designation: Grievance Officer

Email: mitesh@mksgitech.com

Contact Number: +91 9687112390

Timings: 10.00 am to 5.00 pm (on all working days)

20.2. In the event of any complaint or any issue raised by the User, the same shall be acknowledged and redressed by the Grievance Officer within the timelines specified under Applicable Laws.

21. Miscellaneous

21.1. Certain terms may be defined in these Terms and wherever such terms are used in these Terms, they shall have the meaning so assigned to them.

21.2. For the purpose of these Terms, words importing the singular include the plural and vice versa, pronouns importing a gender include each of the masculine, feminine and neuter genders, and where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

21.3. The titles and headings of these Terms are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein.

21.4. Each covenant and agreement in these Terms shall be construed for all purposes to be a separate and independent covenant or agreement.

21.5. If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of these Terms shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

21.6. Modification

21.6.1. When the User avails MKS Oterri Services, User will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into these Terms and shall be considered as a part of these Terms. MKS reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms, at any time without any prior written notice to the User. It is the User's sole responsibility to review these Terms periodically for updates or changes. The User's continued use of the MKS Oterri Portal following the posting of changes shall be deemed to mean that the User accepts and agrees to the revisions. As long as the User complies with these Terms, MKS grants the User a personal, non-exclusive, limited privilege to enter and use the MKS Oterri Portal.

21.6.2. In addition, MKS may occasionally notify user of changes or modifications to these Terms by email. It is therefore very important that the User keep User's Account Information, including User's email address, updated. MKS assumes no liability or responsibility for User's failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

I have read, understood, and accepted the Terms of Use.