WEBSITE TERMS

Udoofy Website Terms

The terms on which Unikrish Technologies Private Limited provides a website on udoofy.in to outlets and brands, and the plans, features and services that go with it

Document	Udoofy Website Terms, version 1.4. These are the "Website Terms" referred to in clause 14 of the UDOOH Outlet Partner Agreement.
Who we are	Unikrish Technologies Private Limited, a company incorporated under the Companies Act, 2013, having its office at Gurugram, Haryana ("Unikrish", "we", "us"). UDOOH, the indoor advertising network, and Udoofy, the consumer platform and website service at udoofy.in, are both products of Unikrish. Unikrish is the party you contract with under these terms, whichever product name you see.
You	The outlet or brand that holds the Account (the "Account Owner", "you"), acting through the person who accepts these terms at first login and through any Invited User
Effective date	The date and time of your electronic acceptance at first login, as recorded on the Platform
Where prices live	In the Schedule to these terms and on the pricing page at udoofy.in. No price is fixed in the body of these terms.

How these terms work

Every outlet on the UDOOH network gets a basic website on a udoofy.in subdomain at no charge, as its Outlet Partner Agreement promises. These terms are the conditions that go with it. Paid plans add features, on the prices shown on the pricing page. You own your content; we host and display it. Only features marked live on the Platform are promised. Customer data collected through your website is collected by us as the data fiduciary, and you see your own customers' data only. These terms govern the website; your Outlet Partner Agreement or Advertiser Agreement governs everything else you do with UDOOH.

1. Definitions

Account
Your account on the Platform, through which your Website is built, managed and billed.

Account Owner
The outlet or brand in whose name the Account is held, identified by the legal particulars recorded on the Platform.

Advertiser Agreement

The UDOOH Advertiser Agreement between Unikrish and a brand, under which the brand books campaigns on the UDOOH network with prepaid credits.

Basic Website
The website and booking page on a udoofy.in subdomain provided at no charge under Plan A in the Schedule, with the features the Schedule and the Platform show for it.

Content
Everything you or an Invited User upload to or enter on the Platform for display on your Website or use in its features: text, photographs, logos, prices, offers, catalogue entries, forms and their wording, and replies to customers.

Customer Data
Personal data of a consumer captured through your Website, its forms, booking page, order flow, loyalty or other features, or through messaging sent from the Platform.

Invited User
A person the Account Owner invites on the Platform to build or manage its Website: a member of its staff, a freelancer or an agency.

Items
The products, services or catalogue entries listed on your Website, counted as the Platform shows.

Outlet Partner Agreement
The UDOOH Outlet Partner Agreement between Unikrish and an outlet, under which the outlet hosts advertising assets and is enrolled on Udoofy.

Plan
One of the plans in the Schedule: the Basic Website under Plan A, or a paid plan.

Platform
udoofy.in, the Udoofy dashboard, app and related systems operated by Unikrish, including the pricing page and the record of your acceptance of these terms.

Schedule
The Schedule of plans and prices at the end of these terms, as changed under clause 6.4, and as shown on the pricing page.

Subscription
The monthly fee for a paid Plan, at the price in the Schedule, exclusive of GST.

UDOOH network
The indoor advertising network operated by Unikrish under the UDOOH name, on which outlets host assets and brands run campaigns.

Website
The website provided to you under these terms, on a udoofy.in subdomain or, under a Plan that allows it, on your own domain, together with its booking page, forms and other features.

2. Who we are, and what these terms govern

2.1 **One company, two product names.** UDOOH and Udoofy are products of Unikrish Technologies Private Limited. Unikrish is the party that provides your Website, raises every invoice and holds every obligation under these terms. Where the Platform, an invoice or a message says UDOOH or Udoofy, it means Unikrish.

2.2 **What these terms govern.** These terms govern your Website: the Basic Website, every paid Plan, the features in the Schedule, your Content, the Customer Data collected through your Website, and your Account. They are the "Website Terms" that clause 14 of the Outlet Partner Agreement refers to, and they are written to fit it.

2.3 **How they sit with your other agreement with us.** If you are an outlet, your Outlet Partner Agreement governs the advertising assets you host, your earnings, your enrolment on Udoofy and the udoofy services under its clause 14; these terms govern the Website itself, and where the two deal with the same point in different words, these terms govern the Website and the Outlet Partner Agreement governs everything else. If you are a brand, your Advertiser Agreement governs the campaigns you book, your credits and the data captured through a campaign; these terms govern the Website. Nothing in these terms reduces a right you have under either agreement, and nothing in either agreement is varied by these terms except as its clause 14 or clause 13 provides.

2.4 **The general Terms of Service.** The UDOOH Terms of Service at legal.udooh.com apply to you only to the extent they do not conflict with these terms or with your Outlet Partner Agreement or Advertiser Agreement. Where they conflict, these terms prevail for the Website.

3. Your Account, and who may use it

3.1 **The Account Owner.** The Account is held by the outlet or brand whose legal particulars are recorded on the Platform. The person who accepts these terms at first login confirms that they are the owner of that business or are authorised to bind it. Where the Account Owner is a sole proprietorship, the proprietor is personally the contracting party.

3.2 **Invited Users.** You may invite on the Platform any member of your staff, a freelancer or an agency to build or manage your Website. An Invited User accepts these terms for themselves at their own first login, in respect of their own conduct on the Platform. Everything an Invited User does on your Account is done on your behalf and binds you as if you had done it yourself, including uploading Content, changing a Plan, connecting a domain or account, and sending messages. You may remove an Invited User's access on the Platform at any time, and the removal takes effect at once; it does not undo anything done before it.

3.3 **Agencies.** Where an Invited User is a UDOOH agency partner, your contract with that agency is yours alone. Unikrish is not a party to it, does not pay the agency for work on your Website, and does not warrant the agency's work. The agency's own access to the Platform is governed by its agreement with Unikrish.

3.4 **Credentials.** Every login is by one-time password to a verified mobile number or email address, and every action on the Platform is logged against the person who took it. You will keep your credentials to yourself, will not share a login, and will tell us promptly through the Platform if you believe any credential has been compromised. We may suspend a credential at once where we reasonably suspect misuse, and will tell you why.

4. The Basic Website

4.1 **Provided at no charge, as your Outlet Partner Agreement promises.** If you are an outlet on the UDOOH network, we provide you a Basic Website on a udoofy.in subdomain at no charge, as clause 14.1 of your Outlet Partner Agreement promises, on these terms and subject to the eligibility conditions in clause 5. The Basic Website includes what the Schedule and the Platform show for Plan A, and nothing beyond it is provided at no charge.

4.2 **What it is.** The Basic Website is a hosted service, not a product sold to you. We may change its design, templates and features from time to time, and will give you notice through the Platform before a change that removes a feature you are using. We keep the Website available with reasonable care, but do not promise that it will be available at all times.

4.3 **Brands.** A brand may build a Website on the Platform, on a paid Plan under clause 5.5, whether or not it runs campaigns on the UDOOH network. Nothing in the Advertiser Agreement promises a brand a free website.

5. Eligibility, the first thirty days, and the footfall check

5.1 **Who the free and the own-domain plans are for.** Plan A and Plan B are for outlets with more than the number of visitors a month stated in the Schedule (the "footfall threshold"). The reason: the Basic Website is funded by the advertising the UDOOH network carries, and that depends on outlets that people visit.

5.2 **Every outlet starts free.** Every outlet is on Plan A at no charge for the first thirty (30) days after its Website goes live, whatever its footfall and whatever the result of a check made during that period, so that it can build and use the Website from the start.

5.3 **The footfall check.** At any time during that period, and afterwards at the intervals the Platform shows, we check whether your outlet meets the footfall threshold. We do so from your own billing records and from the verifiable UPI and card payments recorded at your counter, as figures for the period: the number of transactions and the number of distinct customers, together with such samples as we reasonably need to verify them. You will give us those figures through the Platform within seven (7) days of our request. You confirm that your collection of the underlying records is lawful and that you may share them with us for this purpose, and we will use them only to apply this clause and will treat them as your confidential information. Where you do not provide the figures within the time, or they do not support the threshold, we will tell you through the Platform, with the figures we relied on, and you may respond within seven (7) days with further evidence. Our decision is

recorded on the Platform and is prima facie evidence of the check; you may challenge it under clause 19.

5.4 **Below the threshold.** Where your outlet does not meet the footfall threshold, you may take Plan C or a higher Plan, and your Website continues. Where you do not take a paid Plan within fifteen (15) days of our notice or, if later, by the end of the free period in clause 5.2, we may take the Basic Website offline under clause 16.2, after the notice that clause 14.11 of your Outlet Partner Agreement requires. Where you later meet the threshold, you may ask for a further check and, if it is met, return to Plan A.

5.5 **Brands.** A brand starts on Plan C. Plans A and B are not available to brands.

6. Plans, upgrades and additional features

6.1 **Paid, and separate from your other agreement.** Every upgrade to the Basic Website, and every additional feature, service or integration beyond it, is a paid service under a Plan in the Schedule, as clause 14.10 of the Outlet Partner Agreement states. You take it, or decline it, on the Platform; nothing in these terms or in that agreement entitles you to one at no charge.

6.2 **Prices.** The price of each Plan is the monthly Subscription in the Schedule, exclusive of GST, as shown on the pricing page at udoofy.in at the time you take the Plan. The price you see when you take or renew a Plan is the price for that month.

6.3 **Moving between Plans.** You may move to a higher Plan at any time; the higher price applies from the next billing month, or from the day of the change on a pro rata basis where the Platform offers that. You may move to a lower Plan, or back to Plan A if you are eligible for it, with effect from the end of the month you have paid for. Features of the higher Plan stop at the change, and Content or Items beyond the lower Plan's limits are kept but not displayed until you reduce them or move up again.

6.4 **Changes to the Schedule.** We may change the Plans, their features, limits and prices by publishing a new Schedule on the pricing page with not less than thirty (30) days' notice through the Platform. A price change applies to you only from your next billing month after it takes effect; a change that removes a feature or lowers a limit you are using applies to you only from the end of the month you have paid for, and you may cancel under clause 8.6 before it applies.

6.5 **Limits.** The number of Items and any other limit for a Plan are those in the Schedule. The Platform tells you when you reach a limit and will not accept more until you move to a Plan that allows it.

7. Live, and coming soon

7.1 **Only what is marked live is promised.** The Platform and the pricing page mark each feature as live or as coming soon. A feature marked live is part of the Plan that lists it and is provided under these terms. A feature marked coming soon is not provided, is not a

commitment, and is not a term of these terms until the Platform marks it live; the Subscription for a Plan is the price of its live features only.

7.2 **Withdrawing a feature.** We may withdraw or change a live feature on not less than thirty (30) days' notice through the Platform. Where a withdrawal removes a feature of the Plan you pay for, you may move to a lower Plan or cancel under clause 8.6, and clause 8.7 applies to the month you have paid for.

8. Billing, payment, cancellation and refunds

8.1 **Monthly, in advance, with GST.** A Subscription is payable monthly in advance, from the day you take the Plan. Unikrish raises a tax invoice for each month, stating the Subscription, GST at the prevailing rate, and any usage charge under clause 14, and makes it available on the Platform and by email.

8.2 **How payment is collected.** You pay through the payment method you register on the Platform: UPI, card or net banking through the payment gateway the Platform uses, or an auto-debit mandate where you set one up. Where you set up auto-debit, each month's Subscription is collected on the billing date and you are told the amount in advance as the mandate rules require. Where you do not, the Platform asks you to pay before each billing date.

8.3 **Taxes.** Every price is exclusive of GST, which is charged on the invoice at the prevailing rate. Each party bears its own income tax. Where the law requires you to deduct tax at source, you will deduct it, pay the net amount, and furnish the certificate within the statutory time.

8.4 **If a payment fails or is not made.** Where a Subscription is not paid by the billing date, the Platform reminds you and gives you fifteen (15) days to pay, during which your Plan continues. If it remains unpaid at the end of that period, your Website moves down to the Basic Website, or to the lowest Plan you are eligible for, and the paid features stop; your Content and Items are kept, and those beyond the lower Plan's limits are not displayed until you pay or reduce them. Nothing of yours is deleted for non-payment. Where you pay within sixty (60) days, your Plan is restored from the date of payment. Clause 16 governs any deletion, and nothing is deleted without the notice stated there.

8.5 **No charge beyond the Plan.** We will not charge you any amount that is not a Subscription in the Schedule, a usage charge under clause 14, a one-off service you have ordered on the Platform at a price shown before you confirmed it, or GST on any of them. We will not charge you any amount by way of penalty, and nothing in these terms operates as a penalty or as a stipulated sum within the meaning of Section 74 of the Indian Contract Act, 1872.

8.6 **Cancelling a Plan.** You may cancel a paid Plan on the Platform at any time, without giving a reason. The cancellation takes effect at the end of the month you have paid for, your Website moves down to the Basic Website or to the lowest Plan you are eligible for, and clause 8.4 applies to the features and Content. Where you are not eligible for the Basic Website, clause 5.4 applies.

8.7 **Refunds.** A Subscription paid for a month is not refunded where you cancel, move down, or are moved down for non-payment during that month; the Plan continues to the end of the month. A Subscription is refunded pro rata for the unexpired part of the month, within fifteen (15) days, to the account it was paid from, where we withdraw the Plan or a feature of it under clause 7.2, end these terms other than for your breach, or cannot provide the Website for more than seven (7) consecutive days for a reason within our control. A refund is accompanied by the credit note the law requires.

8.8 **Querying an invoice.** You may query an invoice through the Platform within fifteen (15) days of its date, with your grounds, and we will reply with reasons within fifteen (15) days. An amount not in question remains payable on time. A query not resolved that way is dealt with under clause 19.

9. Your own domain

9.1 **You buy and own it.** Under a Plan that allows your own domain, you buy and register the domain in your own name with a registrar of your choice, you own it, and you renew it. We do not buy, hold or renew domains for you, and we hold no registrar credentials of yours.

9.2 **We connect it.** We tell you on the Platform the DNS records to set at your registrar, or set them for you where you give us access for that purpose only, and we serve your Website at the domain once the records resolve. Connecting a domain does not transfer any interest in it to us.

9.3 **You are responsible for the name.** You warrant that your use of the domain does not infringe anyone's trade mark or other right, and you are responsible for any dispute about it.

9.4 **When the Plan ends.** Where your Plan no longer allows your own domain, or these terms end, we stop serving your Website at the domain within seven (7) days of the change and tell you. Your Website remains on its udoofy.in subdomain under the Plan you are then on, or is taken offline under clause 16. Your domain stays yours: you may point it anywhere else, and we will not retain any record that prevents you from doing so.

10. Your Content

10.1 **You own it; we host it.** You own your Content. You grant Unikrish a non-exclusive, royalty-free, worldwide licence to host, store, copy, cache, display, transmit and adapt (for display on different screens and formats only) your Content, on your Website, on the Platform and on the Udoofy consumer platform, for as long as these terms are in force and for the period in clause 16.5 afterwards, and to make backups of it. We acquire no other right in your Content, your trade marks or your business name.

10.2 **Real photographs only.** Photographs of your shopfront, counter, premises, team and products must be photographs of your actual shopfront, counter, premises, team and products. Stock, generated or borrowed images may be used only for illustration and must not be presented as your premises, your people or your goods.

10.3 **No invented reviews, offers or prices.** You will not publish, and will not ask any Invited User or customer to publish, a review that was not written by a genuine customer of your business about a genuine experience, an offer you will not honour, or a price that is not the price you charge. You will not offer any customer a benefit for a positive review or for any review at all.

10.4 **No prescriptions.** You will not upload, collect or ask customers to upload prescriptions or other medical records through your Website, and the Platform does not provide for it.

10.5 **You answer for what is on your site.** You are solely responsible for the accuracy and legality of everything on your Website and in your forms, offers and messages, and for holding every licence, registration and approval your business needs. We do not review Content for compliance and you may not rely on us to do so. Where your business is in a regulated category — including a pharmacy, a food business, or a healthcare, clinical or wellness service — you will comply with the law that applies to it, including the Drugs and Cosmetics Act, 1940 and the rules under it, the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954, the Food Safety and Standards Act, 2006, the Consumer Protection Act, 2019 and the Central Consumer Protection Authority's guidelines on misleading advertisements, the Legal Metrology Act, 2009 where a price or quantity is stated, and any professional regulation that applies to you or your practitioners, and you will display on your Website any licence number or statutory information that law requires. You will not use your Website to sell or offer any medicine, product or service that may not lawfully be sold or offered online.

10.6 **Removal.** We may remove or hide Content that we reasonably believe breaches this clause 10, is unlawful, infringes a third party's rights, or exposes us or an outlet to liability or regulatory action, and we will tell you promptly through the Platform with our reasons. Where a court, regulator, self-regulatory body or platform rule requires removal, we will comply and tell you. You indemnify Unikrish against any claim, penalty, loss or cost arising from your Content or from a breach of this clause 10; clause 17.6 governs how such a claim is handled.

11. Google Business Profile, Instagram and other connected accounts

11.1 **What access you give.** Where a Plan includes management of your Google Business Profile, or display of your Instagram feed, or any other connected account, you grant us access to that account through the connection the Platform provides, at the level the Platform asks for and no higher. You remain the owner of the account and you are responsible for complying with Google's, Meta's or the other provider's terms for it.

11.2 **What we may do with it.** We may use that access only to provide the feature in your Plan: keeping your business information, hours, photographs and offers current; publishing updates and offers you have approved; displaying your feed on your Website; and responding to reviews under clause 11.3. We will not change your account's ownership, add or remove managers, post anything you have not approved, or use the access for any other business.

11.3 **Replies to reviews.** We may draft replies to reviews of your business. A reply to a negative review, or to any review that raises a complaint, is sent to you on the Platform for approval and is not posted until you approve it. A reply to a positive review may be posted without approval where you have switched that on in your settings, and you may switch it off at any time.

11.4 **Revoking access.** You may revoke our access at any time, on the Platform or at the provider, and the revocation takes effect at once. The feature that depends on it stops, and no refund is due for that alone. We will delete any access token we hold within seven (7) days of revocation or of the end of the Plan that used it.

12. No guarantee of results

12.1 We do not warrant any search ranking, any position on any map or directory, any level of traffic, visits, views, enquiries, bookings, orders or sales, or any commercial outcome from your Website or from any feature in a Plan. Any figure shown on the Platform about visits or interactions is a record of what the Platform measured and not a promise of anything further. Our commitment is to provide the live features of your Plan with reasonable care.

13. Customer Data

13.1 **Unikrish is the data fiduciary.** Customer Data is collected by Unikrish. As between you and Unikrish, Unikrish is the Data Fiduciary for it under the Digital Personal Data Protection Act, 2023: we determine the purposes for which it is processed, give the notice and obtain the consent at the point of capture, and answer data-principal requests, under the Udoofy privacy notice presented to the consumer. This is the same role clause 17.4 of the Outlet Partner Agreement sets for consumer data captured through Udoofy.

13.2 **What we do with it.** We hold Customer Data centrally and may use it to operate and improve your Website, the Platform and the Udoofy consumer platform, for consumer discovery and recommendation across the network, to send the messages in clause 14, and for our own analysis and reporting, in each case within the notice and consent given to the consumer.

13.3 **What you see.** You are given access, on the Platform, to the data of your own customers only — consumers who have made an enquiry, booking, order, form entry or loyalty interaction with your business — and only so that you can fulfil and service it and deal with that consumer. We will not give you, and you will not seek, data about consumers of any other business or any central consumer profile.

13.4 **What you will not do.** You will not copy, export, retain, sell or disclose Customer Data, or use it for marketing or any other purpose, except as the Platform expressly permits or as the consumer separately and lawfully consents to with you. On the end of these terms you will stop using it and delete any copy you hold.

13.5 **Fulfilment is yours.** You are solely responsible for every order, booking, enquiry and offer you accept through your Website — for supplying the goods or services, their quality,

safety and price, and any refund or cancellation — and for dealing with the customer about it, as clause 14.3 of the Outlet Partner Agreement states. We provide the Website and the Platform only, do not collect payment from consumers on your behalf unless the Platform and your settings record otherwise, and are not a party to any contract between you and a consumer.

13.6 **Data captured for a brand's campaign.** Where a brand's campaign under an Advertiser Agreement captures data through a link, QR code or form paired with that campaign, clause 15 of that agreement governs that data and not this clause, even where the form sits on a Website under these terms.

14. WhatsApp and other messaging

14.1 **Message costs are always extra.** Messages sent from the Platform over WhatsApp, on any Plan, are charged in addition to the Subscription, at the rates Meta charges for the WhatsApp Business Platform at the time, as shown on the pricing page, and are invoiced under clause 8.1 as a usage charge. No Plan includes free messages. Messages sent from your own WhatsApp number under a Plan that allows it are charged on the same basis.

14.2 **Consent and stopping.** Messages are sent to a consumer only in connection with a benefit, booking, order, code, confirmation or reminder the consumer has asked for, and every consumer may stop them at any time. You will not use the Platform to send a message the consumer has not consented to receive.

15. Acceptable use, suspension and takedown

15.1 **What you will not do.** You will not use the Platform or your Website to break any law; to mislead consumers; to collect personal data other than through the features the Platform provides; to send unsolicited messages; to scrape, copy or extract data about other businesses or consumers on the Platform; to interfere with the Platform or test its security; or to sell or offer anything that may not lawfully be sold or offered online.

15.2 **Suspension.** We may suspend your Website, a feature of it, or an Invited User's access where we reasonably believe there has been a breach of clause 10 or this clause 15, an unlawful act, a risk to consumers or to the Platform, or a persistent pattern of unresolved consumer complaints measured against the threshold published on the Platform, giving you written reasons at the time and a reasonable opportunity to respond. We lift a suspension when the cause is removed. A suspension caused by your breach does not stop the Subscription for the month you have paid for; a suspension that turns out not to have been justified is treated as unavailability under clause 8.7.

15.3 **Graduated steps.** Except where the matter involves injury or a risk of injury to a consumer, a breach of law, or dishonesty, we will act in order — a written warning, then suspension of the feature or Website concerned, then termination under clause 16.3 — and will give you a reasonable opportunity to remedy at each step.

16. Ending these terms, and taking your Website offline

16.1 **You may leave at any time.** You may close your Account on the Platform at any time. A paid Plan ends under clause 8.6, and clause 16.5 applies to your Content and Customer Data.

16.2 **When we may take the Basic Website offline.** We may take your Basic Website offline, and remove your business from the Udoofy consumer platform, on not less than fifteen (15) days' notice through the Platform, where: your Outlet Partner Agreement ends for any reason; you do not accept these terms, or a later version of them, when presented to you; you do not meet the eligibility conditions in clause 5 and have not taken a paid Plan within the time in clause 5.4; or you are in breach of these terms and have not remedied it within the notice period. This is the right that clause 14.11 of the Outlet Partner Agreement refers to.

16.3 **Termination for breach.** Either party may end these terms on written notice if the other commits a material breach of them that is not remedied within fifteen (15) days of a written notice requiring remedy, or that is incapable of remedy. A breach of clause 10.3, 10.4 or 13.4, or dishonesty towards us or a consumer, is a material breach incapable of remedy.

16.4 **Withdrawal of the service.** We may end these terms, and the Website service, on not less than sixty (60) days' notice to all users, in which case clause 8.7 applies to any month paid for and clause 16.5 applies to your Content.

16.5 **What happens to your Content and data.** When your Website is taken offline or these terms end, we keep your Content available for export on the Platform for thirty (30) days, and will give you an export of it on request within that period. We will not delete your Content without giving you not less than thirty (30) days' notice through the Platform and by email. After that period we may delete it. Customer Data remains with us as data fiduciary and is dealt with under the Udoofy privacy notice; your access to it ends with your Account, and clause 13.4 continues to bind you.

16.6 **Survival.** Clauses 1, 2.3, 8.5, 8.7, 10.1 (for the period in clause 16.5), 10.6, 13.4, 16.5, 17, 19 and 21 survive the end of these terms.

17. Liability

17.1 **Each party answers for its own conduct.** Each party is responsible for, and will bear, the consequences of its own breach of these terms, its own negligence, its own failure to comply with any law applicable to it, and any third-party claim arising from any of those. Neither party is responsible for a loss to the extent it is caused by the other party's breach, negligence or non-compliance.

17.2 **What we do not promise.** We do not warrant that the Website or the Platform will be uninterrupted, error-free or secure against every threat, or any result under clause 12. We provide the Website with reasonable care and skill and in accordance with applicable law.

17.3 **Cap, both ways.** Subject to clause 17.4, the total liability of each party to the other under or in connection with these terms, whether in contract, tort or otherwise, is limited in aggregate to the greater of the Subscriptions you paid under these terms in the twelve (12) months before the event giving rise to the claim and the amount stated in the Schedule. Neither party is liable for loss of profit, loss of business, loss of goodwill or any indirect or consequential loss, except where clause 17.4 applies.

17.4 **What the cap does not cover.** The limits in clause 17.3 do not apply, for either party, to: fraud or wilful misconduct; death or personal injury caused by that party's negligence; a breach of clause 13 by either party; your indemnity under clause 10.6; or any liability that cannot lawfully be limited.

17.5 **Our indemnity.** We indemnify you against any claim arising from our breach of clause 13, from our own negligence or breach of law, and from any claim that the Platform itself, as distinct from your Content, infringes a third party's rights.

17.6 **How an indemnity claim is handled.** Where a party receives a claim it believes is covered by an indemnity in these terms, it will notify the other in writing within fifteen (15) days of becoming aware of it; not admit liability or settle without the other's written consent, not to be unreasonably withheld; allow the other, on request and at its own cost, to take over the defence with counsel of its choice, with reasonable co-operation; and take reasonable steps to mitigate the loss. The indemnifying party will not settle on terms that impose any obligation or admission on the other without its written consent. A late notification reduces the indemnity only to the extent of actual prejudice.

18. Changes to these terms

18.1 **New versions.** We may publish a new version of these terms on the Platform with thirty (30) days' notice. A new version binds you only if you expressly accept it on the Platform, identified by its version number. Where a new version makes a material change — being any change to what is provided at no charge, to the eligibility conditions, to prices or how they change, to refunds, to your Content or Customer Data, to liability, or to either party's right to end these terms — we will present it to you on the Platform for acceptance and will identify the change. Continuing to use the Platform or your Website is not acceptance of a new version.

18.2 **If you decline.** If you decline a new version, or do not accept it: your Website and these terms continue on the version you last accepted until the end of any month you have paid for; declining is not a breach and carries no penalty or charge; and after that month we may take the Basic Website offline under clause 16.2, which is the consequence clause 14.11 of the Outlet Partner Agreement provides for. Changes to the Schedule are made under clause 6.4 and are not changes to these terms.

19. Governing law and disputes

19.1 These terms are governed by the laws of India.

19.2 The parties will first try in good faith to resolve any dispute through discussion within thirty (30) days of either party raising it on the Platform or in writing. A dispute about an invoice is first dealt with under clause 8.8, and about the footfall check under clause 5.3.

19.3 A dispute not resolved under clause 19.2 will be referred to arbitration by a sole arbitrator appointed by agreement or, failing agreement within fifteen (15) days, in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration is Gurugram, Haryana; the language is English; and the award is final and binding.

19.4 Subject to clause 19.3, the courts at Gurugram, Haryana have exclusive jurisdiction. Nothing in this clause prevents either party from seeking urgent interim or injunctive relief from a court, including to restrain a breach of clause 10 or 13.

20. Electronic acceptance and records

20.1 **How you accept.** You accept these terms at your first login to the Platform by verifying your mobile number or email address through a one-time password, confirming the legal particulars of the Account Owner, and selecting the acceptance control. Completing those steps is your electronic signature and your binding agreement to these terms, in accordance with the Information Technology Act, 2000 and the Indian Contract Act, 1872. An Invited User accepts in the same way at their first login.

20.2 **What is recorded.** We record, at the moment of acceptance, the name of the person accepting, the verified mobile number and email address used, the date and time, the IP address, and the version of these terms accepted, and whether the person accepted as Account Owner or as an Invited User. That record is prima facie evidence of acceptance and of the version accepted. You may challenge it, and we will provide the underlying log within seven (7) days of your request at no charge. We keep the version you accepted available to you on the Platform for as long as your Account exists and for three (3) years after it closes.

20.3 **Platform records.** Our records of your Plan, your invoices, the footfall check, your Content as uploaded, the actions of Invited Users and your settings are prima facie evidence of what they record. You may challenge any entry, and we will give you access to the underlying log so that you can.

21. General

21.1 **Entire terms.** These terms and the Schedule, with the Platform's record of your Plan and settings, are the whole of the terms on which your Website is provided, and replace any earlier description or offer of it. They do not replace your Outlet Partner Agreement or Advertiser Agreement, which continue under clause 2.3.

21.2 **Notices.** A notice under these terms is given through the Platform or to the email address and verified mobile number on your Account, and is treated as received on the next business day. A notice of termination for breach is in addition sent to the registered or principal place of business recorded on your Account.

21.3 **Assignment.** You may not transfer your Account or these terms without our written consent, except on a transfer of your business to a successor who accepts these terms. We may assign these terms to an affiliate or a successor to our business on notice to you.

21.4 **Relationship.** The parties are independent contractors. Nothing creates a partnership, joint venture, agency or employment between them, or between you and any consumer and us.

21.5 **Force majeure.** Neither party is liable for a failure caused by an event beyond its reasonable control, including natural disaster, epidemic, civil unrest, strike, failure of public power or telecommunications, an act of government, or the failure of a third-party provider such as a domain registrar, a payment gateway, Google or Meta. The affected party will notify the other promptly and use reasonable efforts to resume. Where such an event prevents us from providing your Website for more than seven (7) consecutive days, clause 8.7 applies.

21.6 **Severability and waiver.** If any provision is unenforceable the rest remains in force. A failure or delay in exercising a right is not a waiver of it.

21.7 **Language.** These terms are in English. Any translation is for convenience only and the English text prevails.

SCHEDULE

Plans and prices

This Schedule states the Plans, their features, limits and prices referred to in these terms, and the other figures the terms refer to. It is published on the pricing page at udoofy.in and may be changed only under clause 6.4. Every price is a monthly Subscription exclusive of GST, which is charged in addition. WhatsApp message costs are extra on every Plan, at Meta's rates (clause 14). The Platform and the pricing page mark each feature as live or coming soon; only a feature marked live is provided (clause 7).

Plan	Price a month, excluding GST	Includes	Items
A	Free	Basic website and booking page on a udoofy.in subdomain. For outlets above the footfall threshold (clause 5), and for every outlet for its first thirty days.	Up to 50
B	₹99	Plan A on the owner's own domain (clause 9). For outlets above the footfall threshold.	Up to 50
C	₹499	Plan B, plus all forms (loyalty, birthdays, spin, scratch, referral, call-back, complaints, reviews), verification at the counter, and counter billing through the staff PIN. The Plan for outlets below the footfall threshold, and the starting Plan for brands (clause 5).	Up to 250
D	₹999	Plan C, plus premium designs, the owner's Instagram feed on its website, WhatsApp from the owner's own number, and Google Business Profile management (clause 11).	Up to 250
E	₹1,999	Plan D for large catalogues, with billing-software sync.	Up to 10,000

Other figures referred to in these terms

Item	Clause	Value
Footfall threshold for Plans A and B	5.1	More than 1,000 visitors a month, measured under clause 5.3
Free period for every outlet	5.2	Thirty (30) days from the Website going live
Interval between footfall checks	5.3	As shown on the Platform; not more often than once in three (3) months unless you ask for a check
WhatsApp message costs	14.1	Meta's rates for the WhatsApp Business Platform at the time, as shown on the pricing page; extra on every Plan

Floor for the liability cap	17.3	₹1,000

Acceptance

These terms are accepted electronically on the Platform under clause 20 and are not signed. By verifying your mobile number or email address and selecting "I accept" at first login, you confirm that you have read and understood these terms and the Schedule, that you are the owner of the business named on the Account or authorised to bind it (or that you are an Invited User accepting for yourself), and that you agree to be legally bound by them. Unikrish's record of your acceptance under clause 20.2 is countersigned on the Platform, where the version you accepted stays available to you.