

Terms of Service

www.managemyfunction.com (hereinafter referred to as 'Website') is owned by Leena Tonapi (hereinafter referred to as 'Owner'). The Website provides services related to searching and booking of venue, caterer services etc.; related to event, maintenance of information related to services, bookings, inventories, expenses for service manager, User will have access to book services related to events and maintain records for bookings. Services include venue, catering, photography, decorator, pandit, makeup artist, band, mehndi artist, magician, DJ, choreographer, orchestra, anchor, comedian, beautician, sound system, jewellery on rent, accommodation, other supplies (e.g. vessels on rent), and any service related to event. All services may not be available for booking; some services can just be available for information (hereinafter referred to as 'Services').

By accessing this Website, the User or Registered User agree to abide by and bound by the Terms and Conditions of the Website. The Terms and Conditions contained herein along with the Privacy Policy form an Agreement regulating our relationship with regard to the use of the Website by the User or Registered User. Please read this Agreement carefully. This Agreement is effective only upon due acceptance by the User or Registered User through the "I ACCEPT" button. The User or Registered User is advised to regularly check for any amendments or updates to the terms and conditions from time to time.

The Website reserves the right to modify the terms and conditions of the Service Agreement ("Terms of SERVICE") and Disclaimer without any prior notification. The User or Registered User is advised to regularly review the Terms of Service. If the User or Registered User does not agree with any of the Terms and Conditions and any amendments thereto, the User or Registered User must not use this Website and/or Services.

These Terms and Conditions constitute a binding legal agreement between the Owner and User/s or Registered User/s; and govern legal rights, remedies, obligations and various other terms like limitations, jurisdiction, applicable law etc.

The Agreement between the User, a Registered User and the Website shall be subject to following Terms and Conditions:-

1. Definitions:

The terms wherever used shall unless contrary, carry the meaning as given under:

- a) **"Agreement"** means the Terms and Conditions contained herein along with any Privacy Policy of any other portals whose links are provided from the Website. It shall also include reference to this Agreement as and when amended, novated, supplemented varied or replaced.
- b) **"User"** means and includes any person who visits the Website to see the various Services available which are displayed on the Website.

- c) **“Registered User”** means and includes any person who registers with the Website by providing personal details like Name, Address, Contact No, and Email Id.
- d) **“Service Manager”** means and includes any person who is responsible for adding, updating and deleting information about their services, confirmation or cancellation of bookings, making change in quotation or charges of a service. Service provider/manager can assign different managers and permissions for internal management. Service provider can send, accept, cancel tie up requests to other service providers into the system. Service provider/manager can accept a booking using the system if any customer walks down directly to his office.
- e) **“Confidential Information”** means and includes any information provided by the User or Registered User or Service Manager.

2. Eligibility, Registration and Termination:

A User can generally visit the Website in accordance with the Terms and Conditions of this Agreement. A User has limited access of the website. In order to avail the services provided and to access the Website entirely, the User must get registered. The User has 2 options- to either use limited access provided by the Website or become a Registered User or avail the services provided by the Website.

The User of the Website will have limited access. Whereas, a Registered User can access the entire content available on the Website, for example booking facility.

While creating an account, the User in order to become a Registered User must provide his/her/their name, mobile number, e-mail address.

The Registered User agree that the information provided by the Registered User at the time of registration is true, complete, correct and that any change in the information will be updated to the Website with immediate effect of the change. If the information details are found not to be true (wholly or partly), the Website has the right in its sole discretion to reject the registration and debar the Registered User from using the Services of the Website and/or other affiliated Websites without prior intimation whatsoever.

The Website reserves the right at its sole discretion to terminate, refuse, restrict or suspend any Registered User’s account at any time, if the Registered User is found to be involved in any fraudulent or unlawful activities, Spamming, Access of site by the use of bots, engaged in harmful, threatening, abusive, harassing, tortious, indecent, defamatory, discriminatory, vulgar, profane, obscene, libelous, hateful, objectionable, invasive of

another's privacy, relating or encouraging money laundering or gambling or for any reason, without notice, including when a Registered User fails to abide by these Terms and Conditions or any other policy or terms posted anywhere on the Website.

The Registered User may be prohibited from creating a new account if the User or Registered User has/have been previously terminated in certain circumstances.

3. Use of Contents & restrictions of the Users or Registered Users:

The User will have limited access to the website like search any services related to event and can see their information and availability but after the User becomes a Registered User they will have access to the following:-

- a) Can book a venue for an event available on the Website;
- b) Maintain records of the booking events;
- c) Book a caterer for an event;
- d) Book a Photographer;
- e) Book a Decorator;
- f) Book a Pandit
- g) Book a Makeup Artist
- h) Book a Band
- i) Book a Mehndi Artist;
- j) Book a Magician;
- k) Book a DJ;
- l) Book a Choreographer;
- m) Book an Orchestra;
- n) Book an Anchor;
- o) Book a Comedian;
- p) Book a Beautician; and
- q) Book a Sound System

The Registered User agree not to display, upload, modify, publish, transmit, update, share or otherwise make available on the Website, any content and/or material that is unlawful, unsolicited including unsolicited email, and/or material which contains viruses, trojans, worms, files or software intended to interrupt, corrupt, destroy, limit the use, access or functionality of the Website, any content and/or material that is harmful, harassing, blasphemous, defamatory, libelous, obscene, pornographic, pedophilic, abusive, invasive of another person's privacy, hateful or racially, ethnically objectionable, disparaging or relating to or encouraging money laundering or gambling etc.

4. Conduct of the Users or Registered Users

The User or Registered User accept and agree that he/she/they are entirely responsible for compliance of all the laws, rules or regulations etc. that applies to User's use or Registered User's use and/or access of the Website or Services.

The User or Registered User agree not to display, upload, modify, publish, transmit, update, share or otherwise make available any content and/or material which is in violation of patents, trade mark, copyright or any other proprietary rights of other person/people.

5. Confidential Information

The Website agrees to keep the information provided by the User, Registered User and Service Manager confidential and some information is saved in encrypted form on server.

6. Applicable laws and Jurisdiction

These terms shall be governed, interpreted and construed in accordance with the laws of the Republic of India applicable from time to time. The Website, the User or Registered User agree to submit to the exclusive jurisdiction of courts located in Pune (M.S.) India for any claims, actions, demands, suits, disputes arising out of and / or in connection with Services provided by the Website/Owner. Users or Registered Users shall comply with all applicable local, state, national and foreign laws including laws on taxation relating to use of the Services.

7. Limitation of Liability

To the fullest extent permissible by law, in no event shall the Owner or its employees, group companies or agents be liable for any direct, indirect, special, consequential damages or damages of any other kind incurred by the User or Registered User or any third party arising out of the Users access or Registered User's access or use or inability to access or use the Website and/or its application and/or its Services.

The information and Services displayed through the Website, the Services may include inaccuracies or typographical errors. Additionally, a possibility exist that unauthorized additions, deletions and alterations could be made by third parties to the Website. Although the Website attempts to ensure the integrity and the accuracy of the Website, it makes no guarantees whatsoever as to the correctness or accuracy of the Services and videos displayed on the Website and their quality.

The Website tries to ensure that the information and Services mentioned on the Website is correct, reputable and of high quality, however, it does not accept responsibility if this is not the case. The Website and/or Owner shall not be held liable and/or responsible for

any errors or omissions or for the results obtained from the use of such information or any technical problems the User or Registered User may experience from the information and/or Services displayed on the Website.

In any event, the Owner will not be held liable for any loss or damage including without limitation, indirect or consequential loss or damage or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this Website.

The User or Registered User expressly agree that the Website and/or Owner are not responsible and/or liable for any threatening, defamatory, obscene, unlawful, harmful, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. The User or Registered User specifically agrees that the Website and/or Owner will not be held responsible and/or liable for any content/data sent using and/or included in the Website or Service by any third party/parties.

NOTWITHSTANDING anything contained herein, in any event, the liability of the, financial or otherwise, suffered to the Owner of the Website shall be limited to the amount paid by the Registered User and shall not exceed the sale value.

8. Disclaimer

The details and/or information provided on the Website are strictly for commercial purpose only. The text and/or videos and/or expressions provided on the Website are not to be considered as opinions and/or advices.

Every effort is made to keep the Website up and running smoothly. However, the Owner takes no responsibility for, and will not be held liable for the Website being temporarily unavailable due to technical issues beyond our control.

9. Warranty & Indemnification

This Website is provided by www.managemyfunction.com on "AS IS" and "AS AVAILABLE" basis without express or implied warranty or condition of any kind. The User or Registered User will use the Website at his/her/their own risk. The Website disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability.

The details and/or information provided by the Owner make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Website and/or the information contained on the Website for any purpose. Any relation the User or Registered User places on such information are therefore strictly at their own risk.

The User or Registered User agree that the Owner is not held responsible or held liable for any transaction between the User, the Registered User and third party providers of third party applications or Services provided through the Website. As with any purchase of modules/Services/products through any medium or in any environment, the Registered User will use his/her/their own judgment and exercise caution where appropriate. No advice or information whether oral or in writing received from the User or Registered User of the Website shall create any warranty on behalf of the Website in this regard.

The User or Registered User agree to indemnify, defend and hold harmless the Owner from any suits, claims, losses, fines, penalties, damages, liabilities, demands, expenses including, but not limited to, reasonable legal expenses and accounting fees arising out of and/or in connection with any violation and/or act and/or omission committed and/or alleged to be committed by the User or Registered User.

10. Intellectual Property

User/s or Registered User/s acknowledge and accept that unless otherwise expressly stated, all the content on the Website including, but not limited to, images, graphics, photos, sounds, music, videos, software, script, trade names, trademarks, logos, labels, service marks and/or any other proprietary marks are solely owned by the Owner and none else. No information, content or portion uploaded on the Website shall be reproduced, duplicated, copied, sold or otherwise exploited for any commercial purposes not expressly permitted by Website. It is the policy of the Website and/or Owner to terminate in its sole discretion, accounts of Users or Registered User in appropriate circumstances found repeatedly infringing the rights of Owner of copyright, trademark or other intellectual property rights. The Website, its Services, its application and all the content is protected by copyright, trademark and other relevant laws of India.