

# METRO360 TERMS OF USE

## METRO360 SERVICES

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## **TERMS OF USE**

You are here on the Terms of use page of Metro360 (mentioned as 'Metro360'/we', 'us' hereon). We strongly recommend that you go through the Terms mentioned below on this page carefully before browsing the content on the other pages of the website or do any activity on it.

Please note that before availing any service on Metro360, you agree to these Terms of use, privacy policy, security terms, code of conduct and any other policies mentioned below.

In addition to the Content (in form of text, images, moving images, forms) on the Metro360, it provides you with opportunities to submit content here. By using our website and posting comments here, you accept the terms of use as mentioned. In case you choose not to agree with our terms of use, we advise you to not use Metro360. We reserve the right to modify or improve the terms of use without prior notice, and your continued use of the website in any form after these changes will mean that you accept the revised terms of use.

Terms of Use can also incorporate by reference all of Company's policies, privacy policy, rules, guidelines, Terms of use on Metro360 related to the offering and accepting of services. By using Metro360, you agree to all such Terms of use.

Metro360, as of now is available only to people residing in, and seeking/providing services, in the Ernakulam district only. If you do not reside in Ernakulam or want delivery of services outside Ernakulam, the services and products offered on Metro360 is not meant for you, and we request that you discontinue the use of the website immediately.

#### Account

You can create an account on Metro360 to request/offer service. Please make sure that you provide complete and authentic information on the registration form which help us to serve you better. Maintaining the confidentiality of your credentials is your sole responsibility. You would immediately inform Metro360 in case of notice of any unauthorised use of your account, username or password. Metro360 shall not be liable for any loss that you incur due to someone else using your account. In case intruders use your account or password causes any inconvenience to Metro360, its parent company, associates or other users, Metro360 reserves the right to demand compensation, or to take legal action against you.

You are requested not to use a third parties account for any objective at any time. It would lead you to being immediately banned from using the website. Metro360 might charge you a fine or take legal action against you for unlawfully accessing someone else's account.

## User responsibilities specific to service seekers & providers:

- Metro360 is a hyperlocal platform act us a bridge in between service seekers and service providers.
- Although Metro360 does perform background verification of the service providers, But Metro360 cant take any responsibility for the accuracy or reliability of any information on the Service.
- Metro360 is responsible for the conduct, whether online or offline, of any service provider of the service.
   Metro360 will not be liable for any claim, injury or damage caused during the connection with your use of the service.
- If you have a dispute with any one of the service providers, you hereby release The Company/Metro360, its directors, employees, executives and consultants from claims, demands and damages of every kind or nature. Metro360 would have no liability for any loss or damage incurring to you due to any communications or dealings with any of the service seekers, service providers, or other users.
- We are committed to making your experience on the Metro360 a helpful one. If you are a service seeker, once you put in your requirement for the service provider, Metro360 would inform the service providers qualified for that job. However, a service provider would apply for your job at his/her own discretion. Though

we make rigorous background verification on providers, we do not endorse or recommend services of any particular service provider.

- You understand and agree that we make no warranties about the service seekers. While we would try our
  best to avoid any issues related to payment, we cannot take responsibility for payments not being made by
  seekers in any form, and we would not make any payments to service providers, in case service seekers fail
  to do so.
- We have a rating system wherein service seekers and service providers are rated by each other and regular defaulters on both sites shall be barred from using of Metro360 at its sole discretion.
- The service providers are contractors of the company, and the company is not an executive of the service providers.
- The Service would be strictly restricted to used for your personal, non-commercial use only; and may not use the Service in connection with any commercial use whatsoever without the express prior written consent of Metro360 team. Otherwise such action will be liable to challenge under the breach of contract.
- Links (such as hyperlinks) from Metro360 to others do not constitute the endorsement by Metro360 of those
  sites or their content. Such links are provided as only for information service purpose only. Metro360 does
  not control any such sites, and is not responsible for their content. It is your sole responsibility to evaluate
  the content and usefulness of the information's of such sites.
- Metro360 expressly disclaims any liability caused in connection with your use and/or viewing of any
  websites or any other material associated with links that may appear on the Service. You hereby agree to
  use Metro360 harmless from any liability that may result from the use of links that may appear on the
  Service.

### User responsibilities

- We request you to conduct and follow the guidelines before availing our service(s) or / and engaging with any of our executives.
- Metro360 team reserves the sole right to alter/cancel/modify/remove/add/delete/upgrade/downsize any or all
  of the services offered at any point of time.
- Spare parts, if issued by the Service seekers, is his sole responsibility and Metro360 shall not be liable in any which way for use of that material.
- Repair guarantee against modifications / tampering of service will not be ent by Metro360.
- Job requests can be logged in between 9 am to 5 pm on every day of the week except on public holidays such us 26th January, 15th August & 2nd October.
- Job requests registered online with Metro360 will only be addressed.
- In case you wish to seek 2 different services in one visit, it would be treated as two different service requests and recorded accordingly.
- The company is free to add/modify the Terms of use from time to time and the customer agrees to be bound by them. The customer also agrees to periodically check the Terms of use and also agrees to accept responsibility of the Terms of use before availing any service from us.
- Metro360 have the right to deactivate the member account if the member notice to be not abiding by the code of conduct.

#### **User Content**

**Permission to use:** In case any content you submitted on Metro360 (included but not limited to photographs and text) you grant us permission to use, reproduce, display, distribute and promote such content in any form, and media. However, as mentioned in the Privacy Policy section, your personal details would not be made available in public domain without your prior permission. However, you shall be solely responsible if any content, photographs or

text is found to be defamatory or pornographic or hurting the religious or social or political sentiment, the consequences whereof shall be to bear by you alone.

**Content Restrictions:** You are solely responsible for any content you submit or posted on Metro360. You may not post or submit any content that is defamatory, sexually explicit, derogatory to any caste. If the post(s) violates our guidelines, then it would be removed from Metro360 without any prior notice. Metro360 reserves the right to ban you from using the Website or take legal action against you.

**Post Content:** we are under an obligation to post any content from you or anyone else on the website. In case we find content posted by you in any way objectionable, not satisfying by our Terms of use, or inadequate for some other reason, we holds the right to delete it from our website and ban you from the using our website. All the content on Metro360 is protected by copyright, trademark, patent, IPR and other laws of the sovereign republic of India. You are not permitted to encroach on our copyright in any format but not limited to use of Metro360's logo, domain name or content. Your feedback and suggestions would be unconditionally used by us at our own way without any kind of compulsions or commitments.