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1. Acceptance of Terms and Conditions and Amendments

Each time you use or cause access to this website, you agree to be bound by these Terms and Conditions, as amended from time to time with or without notice to you. In addition, if you are using a particular service on or through this website, you will be subject to any rules or guidelines applicable to those services and they shall be incorporated by reference into these Terms and Conditions. Please see our Privacy Policy, which is incorporated into these Terms and Conditions by reference.

2. Our Service

- Our website and services provided to you on and through our website on an "as is" basis. You agree that the owners of this website exclusively reserve the right and may, at

any time and without notice and any liability to you, modify or discontinue this website and its services or delete the data you provide, whether temporarily or permanently.

- We shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy or improper delivery of any data or information.

3. Your Responsibilities and Registration Obligations

- In order to use this service, you must register and agree to provide truthful information when requested.
- When registering, you explicitly agree to our Terms and Conditions, which may be modified by us from time to time and available here.

4. Cancellation

- Ibhoomi (WCBI) shall reserve the exclusive right to cancel any content whatsoever from being published or reflected on its website or in any other mode. The cancellation charges payable to the User shall be at the applicable rates laid down in the cancellation and refund policy.
- The payment made through online For Platinum listing packages, there shall be no cancellation or refund of orders booked/payments (except in the case of Cheque & Demand Draft).
- Cancellations requests for orders placed via cheque /demand draft can be made only before such payment is realized by Ibhoomi (WCBI).

5. Payments

- Subscription fee shall be payable within specified time as mentioned in the agreement/invoice issued by the company to the registered user.
- The Subscription fees shall be paid by the registered user on demand. If the user disputes the same for any reason whatsoever, he shall make the payment towards the subscription fees accrued subject to the decision of the company on the dispute. In such event of company's deciding the dispute in the user's favour, the company shall refund to the user any excess amount paid by the registered user free of interest.
- Due to delay by the user for the payment under this agreement the company shall have the right to charge interest on the outstanding amount from the date of payment became due until the date of final payment by the user.

6. Complaints

If you are dissatisfied with any aspect of service you should bring the problem to the Ibhoomi (WCBI) as soon as possible so that all reasonable efforts can be made to rectify the situation. If, for any reason, the issue cannot be resolved to your satisfaction and you wish to make a complaint, you should put it in writing and send it to contactus@ibhoomi.in

7. Third Party Services

- Goods and services of third parties may be advertised and/or made available on or through this website.
- Representations made regarding products and services provided by third parties are governed by the policies and representations made by these third parties.
- We shall not be liable for or responsible in any manner for any of your dealings or interaction with third parties.

8. Indemnification

You agree to indemnify and hold us harmless, our subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from any claim or demand, including reasonable legal fees, that may be made by any third party, that is due to or arising out of your conduct or connection with this website or service, your violation of these Terms and Conditions or any other violation of the rights of another person or party.

9. Disclaimer of Warranties

- You understand and agree that your use of this website and any services or content provided (The "Service") is made available and provided to you at your own risk. It is provided to you "as is" and we expressly disclaim all warranties of any kind, implied or expressed, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranty that any part of the service will be uninterrupted, error-free, virus-free, timely, secure, accurate and reliable of any quality, nor that any content is safe in any manner for download. You understand and agree that neither us nor any participant in the Service provides professional advice of any kind and that use of such advice or any other information is solely at your own risk and without our liability of any kind. Some jurisdictions may not allow disclaimers of implied warranties and the above disclaimer may not apply to you only as it relates to implied warranties.
- By using this website you are accepting all the terms of this disclaimer notice. If you do not agree with anything in this notice you should not use this website.

10. Limitation of Liability

You expressly understand and agree that we shall not be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including but not limited to: damages for loss of profits, goodwill, use, data or other intangible loss (even if we have been advised of the possibility of such damages), resulting from or arising out of;

- The use of or the inability to use the Service.
- The cost to obtain substitute goods and/or services resulting from any transaction entered into on or through this Service.
- Unauthorized access to or alteration of your data transmissions.
- Statements of conduct of any third party on the Service.
- Any other matter relating to the Service. In some jurisdictions, it is not permitted to limit liability and therefore such limitations may not apply to you.

11. Reservation of Rights

- We reserve all of our rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that we may have in our website, its content, and the goods and services that may be provided. The use of our rights and property requires our prior written consent.
- We are not providing you with any implied or express licenses or rights by making services available to you and you will have no rights to make any commercial uses of our website or service without our prior written consent.

12. Interpretation

Where permissible by law, Ibhoomi (WCBI) is the sole arbiter of the meaning and context of these terms and conditions.

13. Usage data

In the course of managing and optimising stores, Ibhoomi (WCBI) monitors the activity of sites to develop better selling techniques for our clients. This information resides on our servers and is never passed on to a third party and never used for marketing purposes. This information is held purely to provide statistical analysis and trace errors, in an effort to benefit our clients.

14. Exceptions

Nothing in this disclaimer notice excludes or limits any warranty implied by law for death, fraud, personal injury through negligence, or anything else which it would not be lawful for Ibhoomi (WCBI) to exclude.

15. Circumstance beyond our Control

We cannot accept responsibility for unforeseen circumstance beyond our control.

16. Registration and Password

You are responsible to maintain the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorized or unauthorized by you. You agree to immediately notify us of any unauthorized use or your registration, user account or password.

17. Refund Policy

Pro-rata refunds can be requested within 5 days of the payment date for monthly subscriptions and within 28 days of the payment date for annual subscriptions. All refunds are subject to be in INR administration fee. Any days you have already used from the last payment date will also be taken from the total refund amount.

18. Inactivity

Ibhoomi (WCBI) reserves the right to terminate without notice inactive users For the purposes of this operation, inactive means that if the user is inactive for more than 6 months.

19. The Subscription Fee

The annual, quarterly or monthly subscription fee for the provision of the Services set out in the Services Agreement. For the avoidance of doubt, notwithstanding any arrangement which Ibhoomi (WCBI) may enter into regarding the payment by the Subscriber of the Subscription, all Ibhoomi (WCBI) Services are supplied on the basis that the minimum Subscription Period is one year. The Initial Term and any subsequent renewal period.

20. Your Conduct

You agree that our website may expose you to content that may be objectionable or offensive. We shall not be responsible to you in any way for the content that appears on this website nor for any error or omission. You explicitly agree, in using this website or any service provided, that you shall not:

- Provide any content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortuous, defamatory, libelous, vulgar, obscene,

offensive, objectionable, pornographic, designed to or does interfere or interrupt this website or any service provided, infected with a virus or other destructive or deleterious programming routine, give rise to civil or criminal liability, or which may violate an applicable local, national or international law

- Impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any content provided by you
- Collect or harvest any data about other users
- Provide or use this website and any content in a manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising without our prior written consent
- Provide any content that may give rise to our civil or criminal liability or which may constitute or be considered a violation of any local, national or international law, including but not limited to laws relating to copyright, trademark, patent, or trade secrets
- Infringe on any copyrights or intellectual property rights
- Offer for sale, promote or advertise through a Ibhoomi (WCBI): weaponry, items designed to restrain or hurt or harm or inconvenience people, drugs or narcotics, tobacco, substances which may be used - or advertised as such - to achieve hallucinogenic effects, pornography, alcohol, racially offensive, or carry out, promote or advertise any manner of illegal activities. Ibhoomi (WCBI) reserves the right to report any breaches of this nature to the relevant law authorities. Ibhoomi (WCBI) reserves the right to make judgments upon what is permissible to sell through Ibhoomi (WCBI) websites. Furthermore, you agree that.
- You own the right to publish any and all material you provide Ibhoomi (WCBI) for use within a Ibhoomi (WCBI), and will grant Ibhoomi (WCBI) the rights to use these materials to bolster the performance of Ibhoomi (WCBI) In addition, you agree that you will not.
- Contact customers to request they pay you via means other than the supported Ibhoomi (WCBI) payment providers;
- Try to circumvent any systems Ibhoomi (WCBI) has in place, including attempting to change free stores to remove or obscure the Ibhoomi (WCBI) advertising bar or other component placed on stores by Ibhoomi (WCBI);
- Log in, or attempt to log in, to a store which is not maintained by yourself.

22. License to use this Website

- By using this website you agree to the exclusions and limitations of liability stated above and accept them as reasonable. Do not use this website if you do not agree that they are reasonable.

23. Commencement of Service

- The date that on which the Services commence, as set out in the Service Agreement, or such other date as may be agreed in writing by the parties.

24. Applicable Law

You agree that these Terms and Conditions and any dispute arising out of your use or misuse of this website or our products or services shall be governed by and construed in accordance with local laws where the headquarters of the owner of this website is located, without regard to its conflict of law provisions. By registering or using this website and service you consent and submit to the exclusive jurisdiction and venue of the county or city where the headquarters of the owner of this website is located.

25. Consent

By continuing to browse or otherwise accessing the website, you signal acceptance of the terms and disclaimer set out above. If you do not accept any of these terms, leave this website now. By logging into the Ibhoomi (WCBI) Control Panel or using any Ibhoomi (WCBI) you signal that you accept these Terms and Conditions in full.

26. Miscellaneous Information

- In the event that these Terms and Conditions conflicts with any law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of these Terms and Conditions will remain valid and intact
- The failure of either party to assert any right under these Terms and Conditions shall not be considered a waiver of any that party's right and that right will remain in full force and effect
- You agree that without regard to any statute or contrary law that any claim or cause arising out of this website or its services must be filed within one (1) year after such claim or cause arose or the claim shall be forever barred.
- We may assign our rights and obligations under these Terms and Conditions and we shall be relieved of any further obligation.

27. Content and Materials

Ibhoomi (WCBI) may use your website to show potential clients examples of what we do. This includes product images and descriptive text, as well as links to your site. Ibhoomi (WCBI) may help market your items for sale through "showcases" and other product search sites, i.e. Google Product Search or others search engines n an effort to increase your sales. Ibhoomi (WCBI)

stores contain a small advertising space across the top of each page (The Ibhoomi (WCBI) Banner) and usually a link to this website. Ibhoomi (WCBI) reserves the right to use this space to market Ibhoomi (WCBI), included but not limited to images and HTML controls and elements, its partners and products being sold in an effort to bolster Ibhoomi (WCBI) and its clients. Subscribers to Ibhoomi (WCBI) may have The Ibhoomi (WCBI) Banner removed.

28. Notification of Copyright Infringement

If you believe that your property has been used in any way that would be considered copyright infringement or a violation of your intellectual property rights, our copyright agent may be contacted by [click here](#) The copyright holder must provide us with all of the following information:

- A signature of a person authorized to act on behalf of the owner of the copyright that is allegedly infringed.
- Identification of the material that is claimed to be infringing or is the subject of infringing activity and that should be removed or access to which should be disabled, with information to allow us to locate the material
- Contact information for the person giving the notification, such as an address and telephone, and, if available, an email address at which such person may be contacted.
- A statement that the person giving the notification has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate and, under penalty of perjury, that the person providing the notification is authorized to act on behalf of the owner of the copyright that is allegedly infringed.

Notice:

Ibhoomi (WCBI) reserves the right to terminate sites without prior notice should the site be selling or promoting anything considered by Ibhoomi (WCBI) unsavoury or unsuitable. Complaints against a site should be directed to our support department which can be reached by emailing: [info@Ibhoomi \(WCBI\).org](mailto:info@Ibhoomi(WCBI).org). Ibhoomi (WCBI) will openly work with law enforcement agencies to help with any investigations.

Furthermore, visitors are referred to **Paypal**. We will co-operate fully with PayPal to deal with Ibhoomi (WCBI) sites that utilise [PayPal](#) as a payment platform, and that fail to comply to these standards. Sites that are found in breach of these terms will be terminated without notice. As more Payment Providers are added to the bank of companies Ibhoomi (WCBI) uses, their terms of use become incorporated into our terms of use, and site owners must comply with the terms

of use of their merchant provider. It is the sole responsibility of the client to ensure their details meets their merchant provider's terms and usage policies. Should a user use an alternate payment provider, the register user (defined as any person in control of the credentials to log in to that control panel) must ensure that all service/product in with their chosen payment provider's (or providers') terms of use. Ibhoomi (WCBI) operates a policy of ethical use determined by the staff at the Ibhoomi (WCBI) offices. Stores deemed by Ibhoomi (WCBI) to be unsuitable in any respect may be closed without notice.

White Collar Business Innovation Pvt Ltd (Ibhoomi (WCBI))

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