

The following content is an agreement between you and us. These terms and conditions describe “Our” practices and your rights and restricted activities as a user. “We” Winngoo, a company registered under the Companies Act, with its registered office at New no.45 (Old no.17/1), Lattice Bridge Road, Padmanabha Street, Adyar, Chennai, Tamilnadu - 600 020, along with its employees, directors, and representatives.

These terms and conditions, along with the privacy policy and disclaimer statements, detail the legal agreement between you, the “User”, and Winngoo based on the usage of this platform, “Winngoo Pages India.”

The entire content, trademarks, logos, graphic images, and other intellectual property published on this website belong to the owner of the Winngoo. You can download and review the content, but you are not supposed to publish the content on other platforms.

1. Overview

Winngoo Pages India is a business directory platform. We flash the spotlight on local and small-scale businesses all over India. Through this directory you can easily access your business within the radius of your residence. Please be aware that the ads of properties, classifieds, and other services were not placed by us but by our partnered third parties. We collect some of your personal details, including your Name, Mail ID, Phone number and address, during the registration. You must be 18 years old to sign the agreement with Winngoo Pages India.

During the personal details submission, you agree to submit true, accurate information. If we find that the details submitted to us are untrue, then we might suspend or terminate your account without warning or notice.

In case you don’t agree with our terms and conditions, then you must stop using our service to avoid the conflicts.

2. Registration

As a user or non-user, before registering or using our service, you must go through and agree with our terms and conditions along with the privacy policy. These terms and conditions will also be applied automatically to all the new features introduced on this website.

To join hands with us, you must sign up for Winngoo Pages India as a merchant. To create a merchant account, you must provide certain information, such as your name, email or mobile number, and your precise location. You agree to provide accurate and updated information to us.

Upon registering successfully, you should log in to your account using your registered mail ID or mobile number to be remembered by us.

2.1 Additional Data

We also gather some technical information about your device from which you access our site and services. Technical data including the IP address of your computer, the IP address of your ISP, and other attributes of your computer, such as operating system, resolution, and browser software. These types of data were collected to enhance your browsing experience, maintain security, and improve their services.

3. Password

You must safeguard your password. You are fully responsible for maintaining your account credentials. A wise suggestion for the user to change your password from time to time. The password should be a sequence of alphabets, containing one number and a special character.

Don't use your password for any unauthorized purpose.

4. Accessing and Changing Account Details

As a user, you have the right to access or change the information you provide to us during the registration process. Even if you want to take down your account from Winngoo, you can close your account by sending your written consent to our official mail ID. Your request will be taken into consideration and processed within 7 business days.

5. Intellectual Property Rights

Winngoo Pages India is the sole and exclusive owner of all Intellectual Property Rights (IPR) pertaining to the website and its entire content, including but not limited to Text, Logos, Images, Designs, Audio-visual elements, and Source code. These rights are protected under

- The Copyright Act, 1957 (Sections 13, 14, 51, 63)
- The Trade Mark Act 1999
- The Design Act, 2000.

All such content is either the proprietary property of Winngoo Pages India or licensed to it. No part of the content may be copied, modified, reproduced, republished, uploaded, posted, transmitted, or distributed in any form or by any means without the prior written consent of Winngoo Pages India. Any and may result in Civil or Criminal liability under applicable laws, including but not limited to Section 63 of the Copyrights Act, 1957 (which provides for Imprisonment of up to 3 years/ or fine.)

Users of the website acknowledge and agree that all content and third-party advertisements are provided for general informational purposes only. Winngoo Pages India makes no representations or warranties, express or implied, as to the accuracy, completeness, or reliability of the content or advertisements displayed on the website. The use of such information is strictly at the user's own risks. Winngoo Pages India shall not be held liable for any loss or damage, whether direct, indirect, consequential, incidental, or special arising from the use of or reliance upon any content, advertisement, or third-party material

Users agree and undertake not to upload, post, transmit or otherwise make available any content that infringes upon the intellectual property or other proprietary rights of any third party. Users shall ensure compliance with all applicable laws, including the Information Technology Act, 2000 and the Copyright Act, 1957, while using the services of the website

Winngoo Pages India reserves the unconditional right to suspend or permanently deny access to any user without prior notice or liability in the event of any breach of these terms or applicable legal provisions. This includes, but is not limited to, violations involving unauthorized use of copyrighted content or trademarks, or misuse of the platform in any manner contrary to the intended purpose of the website

Further, the content and services provided through the website are offered "as is" without warranties of any kind, whether express or implied. Winngoo Pages India expressly disclaims any warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

6. Users and Visitors Responsibility

6.1 Content Responsibility:

Winngoo Pages India cannot review the entire content that gets posted on the website. We cannot assure or take responsibility for its accuracy over the content.

6.2 Precautions for Visitors:

Visitors should be aware that the website may have offensive, inaccurate material that may affect their device. So be aware while clicking on any links or pop-up ads.

6.3 Disclaimer:

Users must report if they find any offensive or hateful material via the report link or email. Winngoo Pages India is not responsible for any problems or harm caused by using or downloading content from the platform.

6.4 Action on Violations:

Based upon the complaints and reports, Winngoo Pages India will remove the content. Also, if the user commits the mistake of breaching the terms and conditions, then that particular user account will be terminated.

7. Not Liable for Disruptions.

7.1 No Liability for Platform Interruptions

Winngoo Pages India, including its directors, employees, officers, agents, affiliates, licensors, and service providers (collectively referred to as “the Company”), shall not be held liable for any loss, damage, delay or failure in performance arising out of or in connection with the use of the platform caused by circumstances beyond its reasonable control.

7.2 Force Majeure Events (Unforeseeable Circumstances)

Service interruptions or failures may occur due to Force Majeure events which are understood to include but are not limited to

- **Technical or Equipment Failures-** including crashes, hardware malfunction
- **Disruption in Telecommunications or Internet Services-** including failure of internet service providers, power outages, mobile network disruptions
- **Acts of God or Natural Calamities-** including but not limited to floods, earthquakes, cyclones, storms, pandemics and epidemics.
- **Human-induced Events-** such as wars, armed conflicts, riots, civil disturbances, strikes (including industrial/labor strikes), lockouts, or other similar occurrences.

References: Under Indian Contract law, particularly **Section 32 and 56 of the Indian Contract Act, 1872**, a contract may become void if it becomes impossible to perform due to unforeseen and uncontrollable circumstances (doctrine of frustration or force majeure).

7.3 No Warranty of Continuous Access

The Company does not warrant that:

- The platform will operate uninterrupted or error-free,
- All features and functionalities will be available at all times,
- The platform is immune from technical issues or cyber threats.

7.4 Exclusion of Damages

Winngoo Pages India shall not be liable for:

- Any direct, indirect, incidental, special, or consequential damages,
- Including loss of data, loss of revenue, loss of business opportunities, or loss of goodwill,
- Arising out of the use or inability to use the platform.

This Limitation of liability is aligned with **Section 73 of the Indian Contract Act, 1872**, which allows parties to limit damages to those that arise in the usual course of things.

7.5 User Assumption of Risk

By using the platform, users acknowledge and accept that they are accessing the service at their own risk, and agree that Winngoo Pages India shall not be held accountable for any consequences resulting from interruptions in service

8. Indemnification:

8.1 User's Duty to Indemnify

By accessing or using the services provided by **Winngoo Pages India**, you ("the User") agree to fully indemnify, defend and hold harmless Winngoo Pages India, including its directors, officers, employees, agents, licensors, affiliates, and representatives (collectively referred to as the Indemnified Parties) from and against any and all claims, demands, losses, liabilities, damages, penalties, costs or expenses (including reasonable legal fees and costs) arising out of or relating to:

- Your use or misuse of the platform
- Any breach or violation of these Terms and Conditions
- Any violation of applicable laws, rules, or regulations
- Any infringement of third-party rights, including intellectual property rights,
- Any fraudulent, negligent, or unlawful behaviour committed by you or any person acting on your behalf.

8.2 Business Entity Use

If you are using the platform on behalf of a business entity (such as a company, partnership, or organization), then such entity shall also be deemed to have agreed to indemnify and hold harmless Winngoo Pages India in accordance with this clause. The business shall be jointly and severally liable for any claims, liabilities, or damages resulting from its actions or from your use of the platform on its behalf.

8.3 Recovery of Losses

In the event that your actions, omissions, or violations result in any form of Monetary or reputational loss to Winngoo Pages India, you expressly agree that Winngoo Pages India shall have the right to recover such losses from you, including by legal means. This includes, but is not limited to:

- Reimbursement for legal costs incurred in defending against third-party claims,
- Compensations for damages or settlements paid to third parties.
- Payment for administrative or operational costs incurred due to your actions

8.4 Liability for Misuse or Fraud

You shall be solely responsible for all activities carried out through your account. In the case of fraudulent activity, impersonation, unauthorized access or breach of any applicable law, you agree to bear all related financial liabilities, legal consequences, and penalties.

- This indemnity clause is in accordance with the principles under **Section 124 & 125 of the Indian Contract Act, 1872**, which provide that a party who has suffered loss due to the act of another has the right to be indemnified

9. Rules of Behavior for Service Providers/Users

9.1 Professional Communication standards:

All communications to Winngoo Pages India shall be directed exclusively through the official email address provided on the platform. Users are expected to engage in courteous, respectful, and professional conduct in all such interactions:

- Any communication that involves abusive language, threats, defamation or harassment will be deemed a violation of these Terms and may attract both Civil and Criminal Liability under:
 - a. Section 66A of the Information Technology Act, 2000**
 - b. Section 504, 506 and 509 of the Indian Penal Code, 1860 (relating to intentional insult, criminal intimidation, and insult to modesty)**
 - c. The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, where applicable**

Winngoo Pages India reserves the right to initiate appropriate disciplinary or legal action, including blocking of email IDs, reporting to authorities, or termination of user access.

9.2 Prohibited conduct and Activities:

The following activities are expressly prohibited and constitute a material breach of these terms:

a. Threats of Violence

Users shall not use the platform to threaten, harass or intimidate others including other user employees or representatives of Winngoo Pages India. Such behaviour may attract criminal charges.

- **Section 503 & 506 of Indian Penal Code (criminal intimidation)**
- **Section 66 & 67 of the Information Technology Act, 2000 (cyber threats, obscene materials)**

b. Financial Misconduct:

Given the involvement of monetary transactions, any manipulation, misuse or unauthorized access of the financial system or transactions modules of the platforms shall be treated as a serious offences, potentially invoking:

- **Section 43, 65 & 66 of the Information Technology Act, 2000 (data, theft, hacking)**
- **Section 420 of Indian Penal Code (cheating and dishonestly including delivery of property)**

c. Phishing and Fraudulent Communications

Winngoo Pages India will never request sensitive information. Users receiving such emails must report them immediately to the official support channel

- **Section 66C & 66D of the Information Technology Act, 2000 (identity theft and cheating by impersonation)**

d. Spamming and Unsolicited Communications:

Users are prohibited from sending unsolicited promotional content, bulk messages, off-platform product/service advertisements. This includes email or any other method of communication and may invoke action under **Section 79(3)(b) of the IT Act, 2000** and applicable anti-spam protections

e. VPN Usage to Circumvent Restrictions

Using Virtual Private Networks or any other method to bypass location-based or system-based restrictions is strictly prohibited. Violation may result in immediate account suspension, Investigation under **Section 66 of the Information Technology Act, 2000**

f. Harassment and Criminal Conduct Against Representatives.

No user shall engage in behaviour that harms, harasses, threatens, uses criminal force or abuses any employee, director, representative or affiliate of Winngoo Pages India. Violation may face prosecution under **section 323, 354, 506 & 509 of Indian Penal Code**, along with account termination

9.3 Consequences of Breach

Winngoo Pages India reserves the right, as it sole discretion, to take any or all of the following actions upon violation of the above provisions

- Temporary or Permanent suspensions of the user's account
- Termination of membership or subscriptions
- Restrictions or Blocking of specific platform features,
- Reporting to the user to law enforcement authorities

10. Severability

As the time flies by, some of the rules and conditions in these terms might be irrelevant or against the law or unenforceable. If we find that sort of condition, we will remove those specific parts. Although the rest of the rules will be valid and continue to be in practice.

11. Disclaimer

Using this platform is completely your responsibility and risk. Winngoo Pages India doesn't guarantee that the site will meet your needs, be error-free, or operate without interruptions. Any warranties for products or services on the platform are the responsibility of the product owner, advertiser, or manufacturer, not Winngoo Pages India.

We do not guarantee you about the platform's operations, including the following points:

- Meeting your requirements.
- Being uninterrupted, secure, or error-free
- The quality or reliability of products, services, or information.
- Timely correction of software errors.

Apart from all, if you face loss or damages upon downloading third-party applications, we are not responsible for the damage, and we don't provide any compensation. You agree to protect Winngoo Pages India against damages and issues arising due to your content or violations of these terms and conditions.

12. Limitations of Liability

12.1 General Limitation

To the fullest extent permissible under applicable laws in India, Winngoo Pages India, including its directors, officers, employees, affiliates, licensors, agents, and representatives (collectively, "the Company"), shall not be held liable for any direct, indirect, incidental, consequential, special exemplary, or punitive damages, including but not limited to:

- a. Loss of profits or revenue,
- b. Loss of business opportunities
- c. Loss of data
- d. Loss of goodwill
- e. Any other commercial or economic loss,

12.2 Specific Instances of Non-Liability

Without limiting the generality of the above, the Company shall not be liable for any damages resulting from:

- a. Inability to access or use the platform or service due to outages, errors, or system maintenance;
- b. The cost incurred by the user to obtain replacement goods or services resulting from any transaction or failure of transaction conducted via the platform;
- c. Unauthorized access to or alteration of your transmissions or data due to security breaches or hacking;
- d. Actions, omissions, or content of any third parties, including statements made by other users or external service providers;
- e. Any delays, service failures, or other problems inherent in the use of electronic communications, including but not limited to the internet, mobile networks, or other communication channels.

12.3 Cap on Liability

In the event that Winngoo Pages India is found Legally liable to any user notwithstanding the above provisions, the total liability of the company shall be strictly limited to the amount paid by the user to the company for the specific service or transaction in question

12.4 Statutory Compliance and Interpretation

This clause shall be construed in accordance with:

- a. Section 73 & 74 of the Indian Contract Act, 1872, which govern compensation for loss or damage caused by breach of contract and prescribe that damages must be reasonable and foreseeable
- b. Section 79 of the Information Technology Act, 2000, which provides for exemption from liability of intermediaries in relation to third-party information, data or communication links.

12.5 User Assumption of Risk

The user acknowledges that the services are provided on an “as-is” and “as-available” basis, and agrees that the exclusions and limitations of liability set forth herein are reasonable and form the basis of the bargain between the parties.

13. Subject to Legal Limitations

13.1 Geographic Scope and Service Availability

The platform and services of Winngoo Pages India are primarily intended for access and use within the territory of the Republic of India, and the Company makes no representation or warranty that the services or products are appropriate or available for use in all regions of India or in any jurisdiction outside india. The company reserves the exclusive right, at its sole discretion, to restrict, suspend, or terminate the availability of any service, feature, or product in specific geographic locations, jurisdictions, or states within India, based on operational feasibility, regulatory requirements, or business strategy.

13.2 Compliance with Applicable Laws

All services offered by the company are subject to compliance with the applicable laws, rules, regulations, and governmental policies of india, including but not limited to:

- a. The Information Technology Act,2000,
- b. The Consumer Protection Act,2019
- c. Goods and Services Tax (GST) laws,
- d. State-specific commercial laws were applicable

Users are responsible for ensuring that their use of the platform complies with the laws and regulations of the jurisdiction in which they reside or access the platform.

13.3 International Access and Risks

Users accessing the platform or availing services from a foreign jurisdiction do so voluntarily and at their own risk, and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. Winngoo Pages India disclaims any liability, responsibility, or obligation for violations of foreign laws or regulations that may result from such cross-border access or usage

13.4 Disclaimer of Extra-Territorial Applicability

The company does not guarantee the legality, availability, or suitability of its services or content in jurisdictions outside India. Any attempt by a foreign user to use or contract services shall not impose any legal obligation on the Company unless explicitly provided for under Indian law.

14. Ownership of Information

While using or registering with Winngoo Pages India, we might request you to provide certain data about you or about the product or service. By doing so, you give us the right to store and use it for future development. This includes showing your information on the platform, making it searchable, and, as per our privacy policy, repackaging and selling it to others.

15. Termination:

15.1 General Termination Rights

Winngoo Pages India (“the Company”) reserves the sole and absolute right, without prior notice or liability, to restrict, suspend, or terminate access to the platform or specific features thereof, in whole or in part, for any user or class of users, at any time and for any reason deemed appropriate by the Company, including but not limited to operational, legal, or security concerns. This termination clause shall apply to both consumer users (free access) and merchant users (subscribed or paid members), subject to the provisions outlined below.

15.2 Termination for Merchant Users

Merchant users availing of paid services or subscriptions acknowledge and agree that their membership or subscription may be temporarily or permanently terminated by the company under any of the following conditions:

- A. Submission of false, misleading, or fraudulent information during the registration or verification process;
- B. Violation or breach of any of the terms, conditions, policies, or rules contained in this agreement or any policy referred to herein;
- C. Engagement in fraudulent, unlawful, or unethical activities, including violations under The Information Technology Act, 2000, The Indian Penal Code, 1860 and other applicable laws and regulations.
- D. Use the platform for sending spam, phishing, or unsolicited communications;

- E. Uploading, sharing or publishing irrelevant, deceptive, or unrelated content;
- F. Involvement in harassment, abuse, or threats directed at other users, employees or affiliates;
- G. Any attempt to gain unauthorized access, use or modification of the Company's website, systems, or data;
- H. Engaging in hacking, account tampering, or theft of credentials
- I. Activity that is deemed suspicious, fraudulent or detrimental to the safety, stability or integrity of the platform or its users.

15.3 Consequences of Termination

In the event of termination for cause (i.e., any of the reasons listed above), no refund shall be issued for any membership or subscription fees already paid by the user.

In cases where termination or service interruption occurs due to technical or operational failures not arising from user misconduct, the company may, at its sole discretion. Offer a pro-rated or partial refund, after deducting any applicable administrative or processing charges.

16. Suitable law and Conflict Resolution

16.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India, without regard to its conflict of law principles. The parties agree that the terms herein are subject to all applicable Central and State laws, including but not limited to the Indian Contract Act, 1872, Information Technology Act, 2000 and Consumer Protection Act, 2019, where applicable.

16.2 Mediation and Amicable Settlement

In the event of any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity thereof, the parties shall first attempt to resolve the dispute amicably through mutual discussions or mediation within a period of thirty (30) days from the date on which the dispute is formally notified in writing by either party

16.3 Arbitration Clause

If the dispute remains unresolved after the 30-day mediation period, such dispute shall be finally resolved through arbitration in accordance with the

provisions of the Arbitration and Conciliation Act, 1996, including any amendments thereto;

- a. The arbitration shall be conducted by a sole arbitrator, who shall be appointed exclusively by Winngoo Pages India.
- b. The seat and venue of arbitration shall be Chennai, Tamil Nadu, India
- c. The language of the arbitration proceedings shall be English
- d. The decision or award of the arbitrator shall be final, binding, and enforceable on all parties concerned.

16.4 Limitations on Claims

Any claim or cause of action arising out of or related to the use of the platform or services, or this Agreement, must be filed within one year from the date on which such cause of action arose. Failure to initiate proceedings within the said period shall result in a permanent bar of the claim notwithstanding any statute or law to the contrary.

16.5 Jurisdiction

Subject to the arbitration clause above, the courts situated in Chennai, India shall have exclusive jurisdiction over any matters arising from or related to this agreement.

17. Upcoming Updates

As the time flies by, we might change these terms and conditions. Therefore, the revised terms and conditions will be posted on this respective page with the text indicating the updated version. The update regarding the terms will be notified to you through mail. The users are advised to check the terms and conditions from time to time to avoid the unnecessary chaos. If you disagree with any of the points with the updated terms, then the user must stop using our service. If you continue to use the service, then we consider that you fully agree with the updated terms.

