

WINNGOO PAGES INDIA

TERMS & CONDITIONS

1. Agreement and Scope

These Terms and Conditions ("Terms") govern access to and use of Winngoo Pages India ("Platform", "Website", "Service", "we", "us", or "Company"). By accessing, registering for, listing a business, purchasing a subscription, or otherwise using the Platform, you agree to these Terms and the applicable Privacy Policy, Disclaimer and other policies displayed on the Website.

If you do not agree with these Terms, do not use the Platform or purchase any subscription. If you use the Platform on behalf of a company, partnership, trust, association, or other entity, you represent that you have authority to bind that entity.

2. Definitions

- "Merchant" / "Business User" means a person or entity that creates, claims, manages, or pays for a business listing or subscription.
- "Listing" means a business, service-provider, place, organisation, or other profile displayed on the Platform.
- "User Content" means information, text, logos, photographs, descriptions, contact details, documents, or other material supplied by a user.
- "Third-Party Content" means material supplied by a third party, including information accessed through third-party platforms or APIs.
- "Subscription" means a paid listing, membership, promotion, advertising, verification, or other recurring service purchased from the Company.
- "Renewal Date" means the date on which a Subscription is scheduled to renew for another agreed term.

3. Eligibility and Registration

- You must be at least 18 years old to enter into a contract with the Company, unless applicable law permits otherwise.
- You must provide true, accurate, current, and complete information and keep it updated.
- You are responsible for the confidentiality of your account credentials and for activity conducted through your account.
- The Company may request information reasonably necessary to verify identity, business ownership, authority, or listing accuracy.
- The Company may suspend or terminate an account or listing where information is false, misleading, fraudulent, unlawful, materially incomplete, or otherwise violates these Terms.

4. Business Listings and User-Supplied Information

Merchants are responsible for the accuracy, legality, and completeness of the information they submit. A Merchant must have the right and authority to submit the business name,

address, telephone number, website, photographs, logos, descriptions, opening hours, service information, and other materials supplied to Winngoo.

By submitting a Listing, the Merchant grants Winngoo a non-exclusive, worldwide, royalty-free licence during the period reasonably necessary to operate, display, promote, moderate, improve, and administer the Listing and the Platform, subject to applicable law and the Privacy Policy. The Merchant retains ownership of its pre-existing intellectual property.

The Company may edit formatting, categorisation, spelling, layout, or presentation for operational purposes, but will not knowingly misrepresent the Merchant's business. The Company may remove or restrict a Listing where required by law, third-party rights, platform policies, or legitimate safety, fraud, quality, or operational concerns.

5. Places of Worship and Other Public-Interest Places

Winngoo Pages India may provide directory or informational pages for places of worship and other public-interest places, such as temples, churches, mosques, gurdwaras, prayer halls, community centres, cultural institutions, and similar places, where the information is lawfully obtained and its use is permitted.

- A place may be listed as an informational directory entry and does not necessarily constitute an endorsement, certification, affiliation, sponsorship, or representation that Winngoo controls that place.
- The Platform may display information supplied by the organisation or authorised representative, independently collected information, or information obtained through permitted third-party services.
- Winngoo will not knowingly imply religious, organisational, governmental, or commercial affiliation unless such affiliation has been established.
- A person claiming ownership, management authority, privacy rights, trademark rights, or other legitimate rights may contact the Company to request correction, update, restriction, or removal, subject to applicable law and verification.

6. Places, Maps, Location and Technical Data

- If the Platform requests device location, it will provide the notices and consent mechanisms required by applicable law and relevant third-party terms.
- Location data will not be obtained or cached without the consent required by applicable law and applicable Google Maps Platform requirements.
- Technical information such as IP address, browser type, operating system, device information, and security logs may be processed for security, fraud prevention, analytics, troubleshooting, and service operation, subject to the Privacy Policy and applicable law.
- The Platform may link to or integrate third-party services. Their terms and privacy policies may apply separately.

7. Privacy and Personal Data

Winngoo will process personal data in accordance with its Privacy Policy and applicable Indian data-protection law. Where consent is the lawful basis, consent requests should be

clear, specific, informed, and limited to necessary data and specified purposes; withdrawal should be reasonably easy where applicable. The Digital Personal Data Protection Act, 2023 contains these principles.

- The Privacy Policy should identify categories of personal data collected, purposes, retention, sharing, security practices, user rights, grievance/contact mechanisms, and applicable consent choices.
- Business contact information may be displayed where there is a lawful basis and the publication is appropriate to the Listing.
- Users should not submit sensitive personal data unless specifically requested through an appropriate lawful process.
- Winngoo may retain information where required for legal compliance, dispute resolution, fraud prevention, security, accounting, or legitimate operational purposes, subject to applicable law.

8. Intellectual Property

The Website's original software, design, branding, logos, graphics, text, layout, and other Company-created material are owned by or licensed to Winngoo, subject to third-party rights. Except as expressly permitted, users may not reproduce, modify, republish, distribute, commercially exploit, reverse engineer, or create derivative works from Company materials.

A Merchant remains responsible for ensuring that its submitted logos, photographs, descriptions, trademarks, and other materials do not infringe third-party rights. The Merchant grants Winngoo the limited licence described in Section 4 for operation of the Listing.

9. User Conduct and Prohibited Activities

- No unlawful, fraudulent, deceptive, defamatory, threatening, harassing, hateful, or abusive use.
- No impersonation of another person, business, organisation, public authority, or brand.
- No uploading of malware, malicious code, or material intended to interfere with the Platform.
- No unauthorised access, credential theft, probing, scraping, data harvesting, or circumvention of security controls.
- No spam, phishing, misleading promotions, fake reviews, fabricated business information, or fraudulent claims.
- No use of third-party content contrary to its licence, terms, attribution requirements, or applicable law.
- No activity that attempts to create a substitute for a third-party platform where that use is prohibited by the third party's terms.

10. Reviews, Ratings and User Reports

Where the Platform permits reviews or ratings, users must provide genuine experiences and must not manipulate reviews, create fake accounts, pay for deceptive reviews, or post content that infringes rights or violates law. Winngoo may moderate, restrict, or remove content based on complaints, evidence, applicable law, or Platform policy.

The Company does not guarantee that user-generated reviews, ratings, statements, or business information are accurate, complete, current, or independently verified.

11. Subscription Services and Fees

- The applicable price, tax, service period, features, renewal interval, and any material conditions will be shown before purchase.
- Fees may include applicable taxes and payment-processing charges where disclosed.
- A Subscription begins on the date stated in the order confirmation or, if no date is stated, on successful payment.
- The Company may change future prices by giving reasonable notice before a renewal, where required by law or the payment arrangement.
- A Merchant is responsible for maintaining a valid payment method and sufficient authority to use it.

12. Automatic Renewal — Merchant Subscriptions

12.1 Optional renewal

Automatic renewal will apply only where the Merchant has expressly selected, accepted, or otherwise clearly authorised recurring renewal at checkout or through the account settings. A pre-selected or hidden renewal option should not be treated as express authorisation.

12.2 Renewal disclosure

Before the Merchant confirms a recurring Subscription, Winngoo will clearly disclose the initial price, renewal price (or the method for calculating it), renewal frequency, renewal date or event, taxes/mandatory charges where applicable, cancellation method, and the fact that the Subscription will renew automatically until cancelled.

12.3 Renewal notice

Subject to the payment provider's and applicable law requirements, Winngoo will provide a reminder before a scheduled renewal, including the amount or reasonably determinable amount, date of charge, Subscription/service being renewed, and a convenient cancellation route. Payment systems may impose additional pre-debit notification requirements.

12.4 Cancellation

A Merchant may cancel automatic renewal through the available account controls or by contacting the Company through the published support channel. Cancellation should stop future renewals but does not ordinarily reverse a completed renewal unless a refund is required by law or the published refund policy.

12.5 Payment authorisation

Where an e-mandate, card mandate, UPI mandate, bank mandate, or other recurring-payment mechanism is used, the payment flow must comply with the applicable payment network, bank, payment aggregator, RBI, and statutory requirements. Winngoo will not store prohibited payment credentials merely because a Merchant has agreed to auto-renew.

12.6 Failed renewal

If a renewal payment fails, Winngoo may retry the payment where permitted, notify the Merchant, place the Listing in a limited/suspended state, or terminate the Subscription after a reasonable period, subject to applicable law and the stated service terms.

12.7 No silent price increase

A material increase in the renewal price should be communicated before renewal and, where required, the Merchant should be given a meaningful opportunity to cancel before the new price applies.

13. Refunds and Cancellation

Refund eligibility will be governed by the refund/cancellation policy shown at purchase, together with mandatory rights under applicable law. Where a service has not been supplied as promised, or a refund is required by law, the Company will process the applicable remedy. Nothing in these Terms is intended to exclude a consumer right that cannot lawfully be excluded.

14. Disclaimers

- The Platform is provided on an “as is” and “as available” basis to the fullest extent permitted by law.
- Winngoo does not guarantee uninterrupted, error-free, secure, complete, current, or suitable operation.
- A directory Listing does not by itself constitute an endorsement, certification, warranty, affiliation, or guarantee of a business, place, product, service, licence, registration, quality, safety, or legality.
- Third-party information, advertisements, reviews, maps, links, and services remain subject to the relevant third party's terms and limitations.
- Users should independently verify material information before relying on it for a purchase, visit, contract, financial decision, safety decision, or other consequential activity.

15. Limitation of Liability

To the fullest extent permitted by applicable Indian law, Winngoo and its directors, officers, employees, agents, affiliates, licensors, and service providers will not be liable for indirect, incidental, special, consequential, exemplary, or punitive losses, including loss of profits, revenue, business opportunity, data, or goodwill, arising from use of or inability to use the Platform.

Subject to non-excludable statutory rights, if Winngoo is legally found liable in connection with a specific paid service, the aggregate contractual liability of Winngoo for that service will not exceed the amount actually paid to Winngoo for that specific service during the applicable claim period. This limitation will not apply to liability that cannot lawfully be limited or excluded.

16. Indemnity

To the extent permitted by law, a Merchant or User agrees to defend and indemnify Winngoo and its personnel against third-party claims, losses, liabilities, penalties, costs, and reasonable legal expenses arising from the user's unlawful conduct, breach of these Terms, infringement of third-party rights, fraudulent Listing, or misuse of the Platform. This clause does not require a user to indemnify Winngoo for Winngoo's own non-excludable liability or unlawful conduct.

17. Suspension and Termination

- Winngoo may suspend, restrict, or terminate access where reasonably necessary for legal compliance, fraud prevention, security, abuse prevention, platform integrity, non-payment, or material breach.
- Where appropriate and legally permitted, Winngoo may provide notice and an opportunity to remedy a breach.
- Termination for user misconduct does not automatically create a refund entitlement, subject to applicable law and the refund policy.
- A Merchant may stop using a service or cancel future renewal in accordance with the applicable cancellation process.
- Provisions concerning intellectual property, payment obligations, confidentiality, indemnity, liability, dispute resolution, and accrued rights survive termination where their nature requires survival.

18. Force Majeure and Service Interruptions

Winngoo will not be responsible for delay or failure caused by events beyond its reasonable control, including internet or telecommunications failures, cloud or hosting outages, cyber incidents despite reasonable safeguards, power failures, natural disasters, epidemics, government action, strikes, civil disturbance, war, or other force majeure events, subject to applicable law.

19. Legal Compliance

Users must comply with applicable Indian central and state laws and regulations relevant to their use of the Platform, business, advertising, consumer dealings, intellectual property, privacy, taxation, and professional or sector-specific licensing. The Company may cooperate with lawful requests from competent authorities.

The Platform is primarily intended for use in India. Access from outside India is at the user's initiative and subject to applicable local law, while these Terms remain governed by Indian law unless mandatory law provides otherwise.

20. Complaints, Grievance and Takedown Requests

The Website should publish a functioning contact method for complaints, correction requests, privacy requests, intellectual-property notices, and Listing removal requests. A complaint should identify the relevant Listing/content, the reason for the request, and supporting information reasonably necessary for verification.

Winngoo may remove, restrict, or correct content where appropriate after review. Nothing in this clause prevents a person from exercising statutory rights or approaching a competent authority.

21. Dispute Resolution and Jurisdiction

The parties will first attempt to resolve disputes through good-faith discussion and, where appropriate, mediation. If a dispute cannot be resolved amicably, it may be referred to arbitration under the Arbitration and Conciliation Act, 1996 where a valid arbitration agreement applies. The proposed seat/venue is Chennai, Tamil Nadu, India, subject to applicable law.

Subject to mandatory consumer and statutory jurisdiction, courts having competent jurisdiction in Chennai, Tamil Nadu, may have jurisdiction over matters arising from these Terms. Nothing in this clause is intended to unlawfully restrict a consumer's statutory forum rights.

22. Severability

If any provision is held invalid, unlawful, or unenforceable, it will be modified or severed only to the minimum extent necessary, and the remaining provisions will continue to operate to the extent permitted by law.

23. Changes to These Terms

Winngoo may update these Terms from time to time. The updated version will be published on the Website with an updated version/effective date. Where required by law or where a change materially affects an existing paid Subscription, Winngoo will provide appropriate notice. Continued use after the effective date may constitute acceptance only to the extent permitted by applicable law.

24. Entire Agreement and Order of Precedence

These Terms, the Privacy Policy, Disclaimer, applicable Subscription/order terms, refund/cancellation policy, and any specific written agreement between Winngoo and a Merchant form the contractual framework for the relevant service. If there is a conflict, a specific written commercial agreement will prevail over these general Terms to the extent of the conflict, followed by mandatory applicable law.

25. Contact Details — Complete Before Publication

- Legal entity name: [Insert exact registered company name]
- CIN: [Insert CIN]
- Registered office: New No. 45 (Old No. 17/1), Lattice Bridge Road, Padmanabha Street, Adyar, Chennai, Tamil Nadu 600020
- Support email: [Insert official support email]
- Grievance contact: [Insert name/designation and email]
- Privacy/Data contact: [Insert applicable contact/DPO details]
- Website: [Insert exact website URL]
- Refund/Cancellation Policy: [Insert URL]
- Privacy Policy: [Insert URL]

26. Publication Checklist — Do Not Skip

- Publish the Terms, Privacy Policy, Disclaimer, Refund/Cancellation Policy, and grievance/contact details in an easily accessible location.
- For every paid recurring plan, show the price, term, renewal frequency, renewal price, cancellation method, and auto-renew disclosure before checkout.
- Use an unticked/clear affirmative control for auto-renewal where appropriate and retain evidence of the Merchant's authorisation.
- Send renewal reminders and payment notifications through the payment provider and in accordance with applicable RBI/e-mandate requirements.
- Do not scrape Google Maps or Google Business Profile pages. Do not copy/store Google business names, addresses, reviews, photos, or other Google Maps Content outside the permissions of the applicable Google service terms.
- If Google Maps Platform is used, implement required Google Maps attribution and ensure Google-derived content is visibly distinguishable where required.
- Do not use Google business-listing content as the database/source for Winnngoo's directory where Google terms prohibit that use. Obtain business information directly from the business or another lawful source where necessary.
- For places of worship and other public-interest listings, provide a correction/removal route and avoid implying endorsement or affiliation without evidence.
- Have an Indian advocate review the final published version, especially the auto-renewal, refund, privacy, consumer, arbitration, limitation-of-liability, and third-party-data clauses.