

TERMS OF SERVICE FOR MINAR

TERMS OF SERVICE FOR MINAR

Effective Date:

These Terms of Service ("Terms") govern your access to and use of the Minar platform, including all related services, features, and content (collectively, the "Service"). By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use the Service.

1. Acceptance of Terms

By using the Service, you accept the Terms. We may periodically update these Terms, and your continued use of the Service after we have made updates will constitute your acceptance of the updated Terms. We will provide notice of material changes by either posting the updated Terms in the Service or sending an email notification.

2. Description of Service

Minar is a browser-based meta-search interface, that aggregates products from a range of e-commerce stores including Amazon, Flipkart, Myntra, Meesho, Levi's jeans, Sunglass Hut, Wildcraft, Westside, Nykaa, etc. allowing users to search, compare prices and complete transactions all in one search interface. The Service includes live and historical crawlers to normalize data products, a ranking model that detects trusted storefront and highly-rated products, wish-lists, an assistant, and more making it a user-friendly experience.

3. User Accounts

To access certain areas, features, or functionalities of the Service, you may need to create an account. By creating an account, you are agreeing to:

- Provide complete, accurate and current information during registration;
- Maintain the confidentiality of your account information, including your password;
Be responsible for all activities that occur under your account;
- Notify us immediately of any unauthorized use of your account, or any other breach of security.

You must be 18 years of age or older to use the Service in accordance with the Digital Personal Data Protection Act, 2023.

4. User Conduct

You agree to use the Service solely for lawful purposes and according to these Terms. You will:

- Not use the Service for any unlawful or unauthorized purpose;
- Not interfere with or disrupt the Service or servers;
- Not try to gain unauthorized access to any part of the Service or any other accounts of users;
- Not upload or transmit viruses, worms, or other harmful code;
- Not collect or harvest personal information about other users without their permission;
- Not impersonate any other person or entity;
- Not engage in any activities that may harm Minar, its users or third parties.

5. Ownership and Intellectual Property

All original content created by Minar, including but not limited to text, graphics, logos, software, and databases, is owned by Minar or its licensors and is protected by applicable copyright, trademark, and other intellectual property laws. You are not permitted to reproduce, distribute, modify, or create derivative works from any content in the Service without prior written consent from Minar or the respective content owner.

6. Your Privacy

Your use of the Service is subject to the terms and conditions of our Privacy Notice, which is included by reference in accordance with the Digital Personal Data Protection Act, 2023 and the Information Technology Act, 2000.

7. Third-Party Services

The Service provides access to third-party e-commerce sites like Amazon, Flipkart, Myntra, Meesho, Levi's Jeans, Sunglass Hut, Wildcraft, Westside, and Nykaa, etc. Your interaction with these sites, including any purchase made on these sites, is subject to their own terms and conditions. Minar has no control over the availability, content or accuracy, and any content or practices of third-party sites. You should read through all of the terms and privacy policies of the third-party site you visit for The Service, including, for example, Amazon's or Flipkart's Terms of Use.

8. Transactions

All interactions, including purchases on third-party e-commerce sites, via The Service, are between you and the third-party e-commerce site. Minar is not a party to the purchase, and is not responsible for any purchase related issues, including quality of product; delivery; refunds; customer service (if applicable), governed by the applicable e-commerce site terms, together with any other applicable Governing Laws in India.

9. Purchase tracking and session data:

To improve your experience, Minar may collect cookies and session data from other third-party e-commerce sites for the purpose of maintaining the login session as well as to track, recognize, and record purchases for the enhancement of the Service. We retain this data in a secure manner compliant with applicable laws. This is described in greater detail in our Privacy Notice. You also acknowledge and agree to the Terms of Service of third party E Commerce Sites by using it.

By using the Service, you confirm that the purchase-related data collected from third-party platforms pertains to your own transactions, and you grant Minar the right to process this data for the purposes outlined in the Privacy Notice. You acknowledge that this data does not infringe upon the intellectual property rights of third-party platforms, and that you have the authority to permit its use.

10. Web Scraping & Data Collection:

Minar collects product data from e-commerce sites using crawlers that actively crawl on a live basis if a product could be purchased, the Service, and features search and comparison

capabilities. We always strive to conduct the above activity in substantial compliance with applicable laws - such as Information Technology Act, 2000 and the terms of third-party e-commerce sites - but there is no guarantee of whether the above will vary. There is not, however, a guarantee made by us relating to the accuracy, reliability, or currency of product data. Members are encouraged to verify product data directly with third-party e-commerce sites before making a purchase.

11. Feedback

When you give feedback, comments, and suggestions about the Service (including through in- app surveys, emails, or our WhatsApp Community), you grant Minar a non-exclusive, royalty- free, perpetual, and irrevocable license to use, modify, and incorporate that feedback into the Service without further obligation to you.

12. Liability

To the maximum extent permitted by law, Minar makes no representations or warranties of any kind, express or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement. Minar will not be liable for any direct, indirect, incidental, special, consequential or punitive damages, arising out of or in any way connected with the use of the Service, including any inaccuracies in product information or issues with third-party sites.

13. Indemnification

You agree that you will indemnify and hold Minar not responsible for any claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) related to, arising out of, or in any way related to your use of the Service, your violation of these Terms, or your violation of any rights of others.

14. Termination

At any time, Minar may terminate or suspend your access to the Service, with cause, without cause, with notice, or without notice. Upon termination, your right to access and use the Service will immediately cease.

15. Governing Law

These Terms are governed by, and construed in accordance with, the laws of India, without

giving effect to its conflict of law provisions. Any dispute arising out of or in connection with your use of the Service shall be subject to the exclusive jurisdiction of the courts of Kolkata, India.

16. Dispute Resolution

Any dispute arising out or in connection with these Terms or the Service will be resolved through binding arbitration, under the Arbitration and Conciliation Act, 1996. The arbitration shall take place in Kolkata, India, and the language of the arbitration will be in English.

17. Changes to the Terms

We may update these Terms from time to time as needed. In the event of a material change, we will inform you of the change by posting the updated Terms on the Service or through other means, such as email or our WhatsApp community. If you continue to use the Service after changes have been made to the Terms, you will be deemed to have accepted the changed Terms.

18. Contact Us

If you have any questions about these Terms, please contact us at - debraj@theminarnet.com

