



## About Easy to EMI

Welcome to ETE, India's 1st classifieds app with EMI and multiple payment option on all your purchases. You can buy or sell a wide range of used products on our simple and easy-to-use platform. What's more, your EMI's are sanctioned in one working day, so your transactions remain hassle-free. It takes less than two minutes to sign up for a free account and post your ads. We also carefully review all the ads that are published on the app to ensure that they comply with our high standards.

- i. Easy & Convenient – Simply sign-up to buy or sell a product.
- ii. 100% Verified Ads – Our ads are reviewed to guarantee you get the best deals.
- iii. EMI Sanction – Get your EMI approval in just one working day with the click of a button.
- iv. Completely Secure – Our transparent services ensure all transactions are safe and secure.

## Terms & Conditions.

### USING THE ETE APP.

You agree and understand that Easy to EMI is a classifieds mobile application platform that facilitates communication for the purposes of advertising and distributing information pertaining to goods and/or services.

App users are responsible for ensuring that advertising content, text, and images uploaded for inclusion on ETE mobile application comply with all applicable laws. ETE mobile application & Yashas Infotech Pvt Ltd assume no responsibility for any illegality or any inaccuracy of the content.

### DESCRIPTION OF SERVICE AND CONTENT POLICY.

1. a. ETE is the next generation of free online classifieds mobile app. We act as a venue to allow our users who comply with these Terms & Conditions (these "Terms") to offer, sell, and buy products and services listed on the classifieds mobile app. You will be able to conduct payment and other transactions through the ETE app, using third-party vendors such as TRAKNPAY, with an EMI option on the purchase of the products through the multiple credit cards payment mode. The EMI will get approved within one working day. The settlement to the seller's account will happen in one working day after the bank processes it. All transactions are settled only after the seller and the buyer meet and exchange the (Unique Code).

b. ETE mobile app also provides net banking facility on purchase of products for safe, secure and transparent transactions. All transactions through net banking will get approved within two working days. All transactions are settled only after the seller and the buyer meet and exchange the (Unique Code)

c. ETE mobile app also provides the option of paying using a debit card on purchase of products for safe, secure and transparent transactions. All transactions made through debit cards will get approved within one working day. All such transactions are settled only after the seller and the buyer meet and exchange the (Unique Code).



d. You agree and acknowledge to check the condition of the goods thoroughly before exchanging the (Unique Code) to the seller at the time of receiving the product.

e. You agree and acknowledge that ETE mobile app will not be responsible for any cash transaction before/after the purchase of the goods. You use the Service and the mobile app at your own risk.

f. You agree and acknowledge to take full responsibility for checking the original bills/documents for any kind of purchase in case of automobiles check the original documents weather it is matching with the chassis number.

2. You understand that ETE does not control, and is not responsible for ads, directory information, business listings/information, messages between users, including without limitation e-mails sent from outside ETE's domain or other means of electronic communication, whether through the Website or another Third Party Website (defined below) or offerings, comments, user postings, files, images, photos, video, sounds, business listings/information and directory information or any other material made available through the ETE Service ("Content"), and that by using the ETE app and the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. You acknowledge and agree that you are responsible for and must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will ETE be liable in any way for the Content or for any loss or damage of any kind incurred as a result of the browsing, using or reading any Content listed, e-mailed or otherwise made available via the Service. You acknowledge and agree that ETE cannot and does not pre-screen or approve any Content, but that ETE has the right, in its sole and absolute discretion, to refuse, delete or move any Content that is or may be available through the Service, for violating these Terms and such violation being brought to ETE's knowledge or for any other reason or no reason at all. Furthermore, application and Content available through the application may contain links to other third party websites ("Third Party Websites"), which are completely unrelated to ETE. If you link to Third Party Websites, you may be subject to those Third Party Websites' terms and conditions and other policies. ETE makes no representation or guarantee as to the accuracy or authenticity of the information contained in any such Third Party Website, and your linking to any other websites is completely at your own risk and ETE disclaims all liability.

3. You acknowledge and agree that you are solely responsible for your own Content posted on, transmitted through, or linked from the Service and the consequences of posting, transmitting, linking or publishing it. More specifically, you are solely responsible for all Content that you upload, email or otherwise make available via the Service. In connection with such Content posted on, transmitted through, or linked from the Service by you, you affirm, acknowledge, represent, warrant and covenant that you own or have and shall continue to, for such time the Content is available on the mobile app, have the necessary licenses, rights, consents, and permissions to use such Content on the Service and the mobile app.



4. ETE does not endorse any Content or any opinion, statement, recommendation, or advice expressed therein, and ETE expressly disclaims any and all liability in connection with user Content. ETE does not permit copyright infringing activities and infringement of intellectual property rights on the mobile app, and ETE may, at its sole discretion, remove any infringing Content if properly notified in accordance with applicable law that such Content infringes on another's intellectual property rights. ETE reserves the right to remove any Content without prior notice. ETE may also terminate a user's access to the mobile app, if they are determined to be a repeat infringer or found to be indulging in any act contrary to these Terms. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had a user submission removed from the mobile app more than twice. Further, at its sole discretion, ETE reserves the right to decide whether any Content is appropriate and complies with these Terms.

## **REFUNDS POLICY.**

a. In case the customer has opted for a non-EMI (direct) payment, the refund process will be initiated within one working day. The refund will be credited back into the same payment instrument from which the payment was originally made. Depending on the payment instrument used, the refund process might take anywhere between 7-10 days.

b. In case the customer has opted for an EMI payment, and opts for a refund **before** taking delivery of the product from the seller, any interest paid by the customer to the credit card issuing bank in the interim period will **not** be refunded. Only the amount paid for the product originally will be refunded (after Easy to EMI transaction charges are deducted).

c. In both cases above, any refund is subject to transaction charges to the tune of 2.5%. Any refund will be processed only after deduction of ETE (Easy to EMI's) standard processing charges.

d. Any refund claim to be opted by the buyer before exchanging the unique code with the seller. ETE (Easy to EMI) will not be responsible for the refund or claim after exchanging the unique code with the seller.

## **PREMIUM AD.**

**Premium Ads are subject to the Terms listed herein, as well as additional terms of service.**

We may charge a fee to post content in some areas of the Service ("**Paid Content**"). Easy to EMI has authorised Yashas Infotech Private Limited, an Indian company (CIN: U74999KA2016PTC094307) having its registered office at #659, 2<sup>nd</sup> Floor, TMR Layout, 1<sup>st</sup> Cross New Extension, K.R.Puram, Bangalore - 560036 ("**ETE**" or "**We**") to sell such Paid Content to its users. By posting Paid Content on the mobile app you enter into an agreement with Easy to EMI mobile app, the terms of which are set out herein. Provisions of the Terms relating to the Content shall also be applicable to Paid Content. Further, you continue to be bound by the Terms in connection with your use of the ETE app and the Services.

### **a. Premium Ads**

Premium Ads is a feature that enables the display of Paid Content in a designated area of the mobile app and/or in a premium position (depending on the platform on which the content is being viewed), so as to distinguish Paid Content from other content posted on the mobile app. In the designated area of the mobile app pertaining to premium ads, Premium Ads are listed in a sequential manner. Therefore, it is possible that a particular Premium Ad is not visible to you



each time you browse through the mobile app. This feature has been provided to enable users to draw attention to their advertisements and increase the likelihood of receiving responses from potential buyers. We do not guarantee increase of a specified quantum in the responses received by you, and any representation on the mobile app in this regard is merely indicative. The duration for which your ad will be displayed as a Premium Ad shall be the number of days specified at the time of purchasing the feature or 60 days from the original date of posting the Content on the ETE mobile app, whichever is earlier. There is no limit on the volume of Premium Ads you may post on the ETE mobile app. Premium Ads for a specified duration are available at a price you see on the ETE App. Please note that this price is inclusive of all taxes. Easy to EMI shall have the sole right to determine, alter and vary the price at which Premium Ads are available to you.

## **b. Payment**

Upon selecting the Premium Ads option while posting content on the ETE mobile app, you shall be redirected to a third-party payment processing site such as TRAKNPAY offering payment through various channels such as credit card, debit card and net banking ("Payment Gateway"). You agree that your Content will be displayed as Premium Ads only upon receipt of payment confirmation from the Payment Gateway. Upon making payment to us, through any medium whatsoever, you warrant to us that you are entitled to use the medium or otherwise make the payment to us under applicable law.

## **c. Refunds/Cancellation**

If you choose to delete or deactivate any Premium Ad prior to the period for which it is active, we will not be liable to refund you for any unutilized time. In the event the Paid Content is not posted on the ETE mobile app on account of any technical reasons, on receipt of payment confirmation, credits equivalent to the amount paid by you shall be credited to your Easy to EMI account. However, the above refund policy shall not be applicable in the event any Paid Content is found to be violating the Terms.

## **"YOUR OFFER".**

You can make "Your Offer" according to the amount you wish to pay to purchase the product.

Once your offer is accepted, you can meet the seller in person to see and review the product thoroughly. You can then apply for EMI on the purchase of the products through multiple credit cards payment mode, debit card or net-banking to ensure safe, secure and transparent transaction. The transactions will get approved within one or two working days as per bank procedures. All transactions are settled only after the buyer and seller meet in person and exchange the (Unique Code) thereby confirming the purchase.

## **"BUY"**

The "Buy" purchase option enables sale and implies that you agree to buy the product at the listed price. You will be able to conduct payment and other transactions through the ETE app, using third-party vendors such as TRAKNPAY. You may choose the EMI option on the purchase of the products using the multiple credit cards payment mode. This will get approved within one working day. You also have the choice of other payment modes such as debit card and net banking, which will get approved within one or two working days as per bank procedures.



## **SAFETY.**

- When meeting the seller in person, always choose a public place.
- Always check the original bill of the products in case of automobiles check the original documents weather it is matching with the chassis number.
- Do not exchange the unique code with the seller till you are satisfied with the product and the price.
- Do not proceed further if price of the product is unrealistic.
- Get the clear information on the condition of the product and price from seller and the method of delivery.

## **CONDUCT.**

You agree not to misuse the post, e-mail, host, display, upload, modify, publish, transmit, update or share any information on the ETE mobile app / Website and or otherwise make available Content that violates any law or regulation.

- a. Contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose, specifically, contact any user to post advertisement on a Third Party Website or post any advertisement on behalf of such user; or to "stalk" or otherwise harass anyone.
- b. Make any libellous or defamatory comments or postings to or against anyone.
- c. Collect personal data about other users or entities for commercial or unlawful purposes.
- d. Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Service, except for internet search engines (e.g. Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file.
- e. Post Content that is outside the local area or not relevant to the local area, repeatedly post the same or similar Content, or otherwise impose unreasonable or disproportionately large loads on our servers and other infrastructure.
- f. Post the same item or service in multiple classified categories or forums, or in multiple metropolitan areas.
- g. Attempt to gain unauthorized access to computer systems owned or controlled by ETE or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the mobile application.
- h. Use any form of automated device or computer program (sometimes referred to as "flagging tools") that enables the use of ETE's "flagging system" or other community control systems without each flag being manually entered by a human that initiates the flag (an "automated flagging device"), or use any such flagging tool to remove posts of competitors, other third parties or to remove posts without a reasonable good faith belief that the post being flagged violates these Terms or any applicable law or regulation.
- i. Use any automated device or software that enables the submission of automatic postings on ETE mobile app without human intervention or authorship (an "automated posting device"), including without limitation, the use of any such automated posting device in connection with bulk postings, or for automatic submission of postings at certain times or intervals.
- j. that is harmful, abusive, unlawful, threatening, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy or other rights, hateful, or racially, ethnically objectionable,



disparaging, relating or encouraging money laundering or illegal gambling or harms or could harm minors in any way or otherwise unlawful in any manner whatsoever.

Any Content uploaded by you shall be subject to relevant laws and may disabled, or/and may be subject to investigation under appropriate laws. Furthermore, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the Site, we may terminate your account/block your access to the Mobile App/Website and we reserve the right to remove any non-compliant Content uploaded by you.

## **PAID POSTINGS.**

ETE may charge a fee to post Content in some areas of the Service. The fee permits certain Content to be posted in a designated area of the mobile application. Each party posting Content to the Service is responsible for said Content and compliance with the Terms. Any such fees paid hereunder are non-refundable in the event any Content is removed from the Service for violating these Terms.

## **No Guarantee of Business.**

ETE does not guarantee business from the leads generated. ETE shall not be responsible or liable at all to the Advertiser if no business or business leads are generated for the Advertiser through premium ads on the Mobile Application/Website. Advertiser understands that ETE's only obligation is to place the premium ads on the Mobile Application/Website in the manner provided for in these Terms. Accuracy of the information/content provided is the advertiser's responsibility and ETE will not be held responsible for false claims made by the advertiser.

## **GENERAL.**

ETE (Yashas Infotech Pvt Ltd) reserve right to change, modify or update Terms and conditions at any time. You are encouraged to check the ETE services often to get updated about Terms and Conditions. You acknowledge that by virtue of usage of the ETE service you provide acceptance of the T&C.

## **THIRD PARTY CONTENT AND SERVICES.**

Easy to EMI may provide, on its mobile application, links to sites operated by other entities. If the user decides to view this site, they shall do so at their own risk, subject to that site's terms and conditions of use and privacy policy that may be different from those of this site. It is the user's responsibility to take all protective measures to guard against viruses or other destructive elements they may encounter on these sites. ETE makes no warranty or representation regarding, and do not endorse any linked website or the information appearing thereon or any of the products or services described thereon.

Further, user's interactions with organizations and/or individuals found on or through the service, including payment and delivery of goods and services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the user and such organization and/or individual. The user should make whatever investigation they feel necessary or appropriate before proceeding with any offline or online transaction with any of these third parties.



## **INDEMNITY.**

The User should agree to indemnify and hold Easy to EMI, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of content submitted by the user, users use of the service, violation of the Terms and Conditions, breach by the user of any of the representations and warranties herein, or user's violation of any rights of another.

## **GOVERNING LAW AND JURISDICTION.**

This Terms and Conditions and the Listing Policy shall be governed and construed in accordance with the laws of the Republic of India and the courts at Bangalore shall have exclusive jurisdiction on all matters and disputes arising out of and relating to the mobile application/Website.

## **LIABILITY.**

You agree not to hold [www.easytoemi.com](http://www.easytoemi.com) or any of its officers, employees, agents responsible or accountable for any of your listing, postings or information and nor shall we, our officers, employees or agents be liable for any misuse, illegal activity or third party content as most postings, listings or information are generated by various users directly and we do not have any role in the creation, publication or distribution of the posting, listing or information, nor are we in a position to have editorial control over the substance or content contained in the listings, postings, or information, save and except to the extent provided.

You understand and agree that we do not guarantee the accuracy or legitimacy of any listing, posting, and information by other users. You further agree that we are not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of the Mobile Application/Website or as a result of any sale, purchase of goods and services with other users of the Mobile Application/Website. We also cannot guarantee continuous or secure access to our Services. Accordingly, to the extent legally permitted we exclude all implied warranties, of merchantability, fitness or quality of the Mobile Application/Website and our services.