

'thank U Gujarati', (Herein after referred to as 'TUG') primarily operates, deals, controls and manages the Services (as defined below) provided by it from its corporate office at Manpasand Naviline No-3, Junavas, Madhapar, Ta. Bhuj-Kutch Pin Code – 370020 (Herein after referred to as 'Corporate Office') herein after informs the Service Professionals to understand the below terms and conditions before joining as the Thank U Partner.

## **1. PROFILES AND OFFERS MUST NOT BE FRAUDULENT**

Subject to any exceptions and additional liability / requirement set forth in Terms of Use as available on our website - [www.thankugujarati.com](http://www.thankugujarati.com), if any, Service Professionals shall not:

- (a) list Services or offers relating to any Service in a category that is inappropriate to the Service they are offering;
- (b) misrepresent the location at which they will provide a Service;
- (c) include brand names or other inappropriate keywords in their Profile, Offer, Want, Feedback, or any other title or description relating to a Service;
- (d) use misleading titles that do not accurately describe the Service; or
- (e) include any information in their Profile that is fraudulent.

## **2. PROFILES AND OFFERS CANNOT USE TECHNIQUES TO AVOID OR CIRCUMVENT 'TUG' FEES OR FUTURE BUSINESS**

Subject to any exceptions and additional liability / requirement set forth in Terms of Use as available on our website - [www.thankugujarati.com](http://www.thankugujarati.com), if any, Service Professionals shall not:

- (a) offer a catalog or contact details or a link to a third-party website from which Service Users or any Registered User or user of the Website may obtain the Service directly;
- (b) exceed multiple Posting limits;
- (c) post a single Service but offer additional identical services in the Service description;
- (d) charge fees for traveling further than desired to provide the Service;

(e) offer the opportunity through 'TUG' to purchase the Service or any other service outside of 'TUG';

(f) use their Profile page or user name to promote services not offered on or through the Website and/or prohibited services.

In case we realize that any professional is involved in any of the above activities, 'TUG' holds the sole discretion to blacklist the professional and withhold any outstanding credits or payments to the professional.

### **3. PROFILES AND OFFERS MUST PROMOTE A FAIR PLAYING FIELD AND PROVIDE A SAFE, SIMPLE, AND POSITIVE EXPERIENCE FOR ALL WEBSITE USERS**

Subject to any exceptions and additional liability / requirement set forth in Terms of Use as available on our website - [www.thankugujarati.com](http://www.thankugujarati.com), if any, Service Professionals shall not:

(a) solicit Service Users to mail cash or use other payment methods not specifically permitted by 'TUG' as approved payment methods;

(b) include links that do not confirm to 'TUG's policies with respect to third-party links;

(c) use certain types of HTML and JavaScript in Postings, your Profile page, your Offer page, or your Wants page;

(d) promote raffles, prizes, bonuses, games of chance, giveaways, or random drawings;

(e) use profanity in any Posting;

### **4. CONSENT FOR REACHING OUT VIA PHONE CALL, SMS, EMAIL OR ANY OTHER FORM OF ELECTRONIC COMMUNICATION**

It is further clarified that your registration on the Website shall be deemed to be your consent to be contacted for the purposes mentioned above,

(i) on the mobile number shared by you even if you are registered with the National Customer Preference Register (NCPR) and have opted out of receiving promotional calls and messages and

(ii) (ii) by way of SMS or email notifications or messages in any other electronic form

### **5. PRODUCTS UTILIZED WHILE RENDERING SERVICES TO THE SERVICE USER(S)**

The Service Professional will procure the Products from 'TUG' only for rendering the Services facilitated through the 'TUG's Platform. Any Product purchased by the Service Professional from 'TUG' shall only be used for the sole purpose of rendering services booked through 'TUG' Platform. Products sold by 'TUG' to the Service Professional should not be used for personal consumption by the Service Professional under any circumstances.

## **6. PRECAUTIONS AND LIABILITY OF THE SECOND PART**

The First Part would not be responsible for any physical damage, loss of property or of any valuables, injury to any human being, animals etc. while performing or executing or dealing with the services by the Second Part.

It would be the utmost responsibility of the Second Part to duly take care of the same.

## **7. SHARING OF FEES, DEDUCTION OF GOVT. TAXES, IF ANY**

The fees will be shared between the First Part and the Second Part or the payment will be made by the First Part and Second Part as agreed proportion.

The responsibility for the deduction of taxes or any other Govt. dues will be separate for First Part and Second Part. Both will discharge their functions separately.

The First Part will not be responsible for any non compliance by the Second Part.

## **8. SANCTIONS FOR VIOLATING ANY OF THE RULES FOR SERVICE PROFESSIONALS**

If a Service Professional violates any of the above-referenced rules in connection with his or her or its Posting, 'TUG', in its sole discretion, may take any of the following actions:

- (a) cancel the Posting;
- (b) limit the Service Professional's Account privileges;
- (c) suspend the Service Professional's Account;
- (d) cause the Service Professional to forfeit any fees earned on a cancelled Posting; and/or
- (e) decrease the Service Professional's status earned via the Feedback page.

## **9. CHANGES IN THE TERMS**

Any changes in the terms of the agreement will be at the sole discretion of the First Part. The necessary changes will be communicated to the Second Part.

## **10. DETAILED TERMS AND CONDITIONS**

The present terms and conditions are just for easy understanding only. Service Professionals are requested to refer to main Terms and Conditions for the detailed information and the terms mentioned therein would be applicable.