

Terms of Service

These are the latest official terms maintained by Opinix.

Version 1.0

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1. Terms of Use:

The websites www.Opinix.in and www.Venturebiz.in (the "Website") and the mobile application 'Opinix' (the "App") (collectively referred to as the "Platform") are owned, operated, and managed by Opinix Marketplace Private Limited — a private limited company incorporated under the provisions of the Indian Companies Act, 2013, having its registered office at #2085/16, 2nd Floor, Spoothi, Puttenahalli Main Road, JP Nagar 7th Phase, Bangalore – 560078.

These terms of use ("Terms") govern your use of the Platform, and for the purpose of these Terms, Venturbiz Promotions Private Limited, including its subsidiaries, its holding company, and its affiliates, may, wherever the context so requires, be also referred to as "Opinix", "Company", "We", "Us", or "Our", and the terms "You", "Your", or "User" refer to the user of the Platform. We value the trust you have placed in us, and hence, we maintain reasonable security standards for securing the transactions and your information.

Please read these terms carefully before you use the platform. If you do not agree to these terms, you may not use the offers on the platform, and we request you uninstall the app and not access the platform. By even merely using/accessing the Platform, You shall be contracting with Opinix, and You signify Your acceptance of these Terms and other Opinix policies (including but not limited to the cancellation & refund terms and published privacy policy ("Privacy Notice") as posted on the Platform and amended from time to time), which takes effect on the date on which You use the Platform and thereby create a legally binding agreement to abide by the same. Further, by furnishing Your personal information, You consent to Opinix accessing Your personal information for the purpose of enabling transactions. You also agree that you are interested in availing the offers through the platform in accordance with these terms.

2. General:

a) Opinix retains an unconditional right to modify or amend these Terms. You can determine when these Terms were last modified by referring to the 'Last Updated' legend above. You can access the latest version of these Terms at any given time on the Platform. You should regularly review the Terms on the Platform. Opinix reserves the right to amend, suspend, discontinue or add any or all Offers without prior notice and can add or remove relevant terms and conditions, if necessary.

b) Any updation of the Terms as a consequence of change in legal and regulatory compliances, shall be made in compliance thereof. Your continued use of and access to the Platform shall be Your consent to any changes made by Us in these Terms. In the event, the modified Terms are not acceptable to You, You should discontinue accessing the Platform.

3. Access to Consultation services:

a) Opnix enables transactions on the Platform between participating You and end users. You can view his consultation services in selected serviceable areas across India. Opnix is not and cannot be a party to or control in any manner any transaction between the Platform's end users and You.

b) You acknowledge that the Platform allows you to avail a personal, limited, non-exclusive, non-transferable, and revocable privilege to access and use the Platform for the purpose of providing the consultation service from the Specialist User sold on a Specialist-to-consumer (S2C) basis. The registered Specialistes may be required to furnish additional details of their Specialist, including, without limitation, Specialist name, licences/registrations issued by government authorities and/or any other information that may be required by Opnix. The Specialist User shall be responsible for the accuracy of the legal entity name. Opnix disclaims any liabilities arising out of incorrect details.

c) You may, at their discretion, add, modify any of the consultation services listed above from time to time without notice. The Specialist User and Opnix may also make applicable, at their discretion, additional terms and conditions specific to any category and section of consultation services in addition to these Terms, and your purchase of any such category and section of consultation services shall also be governed by such additional terms and conditions. Opnix reserves the right to provide the consultation services across India, as may be determined by Opnix in its sole discretion. Before applying for availing any of the consultation services.

d) Opnix does not:

- Adopt any 'unfair trade practices' either on the Platform or otherwise with respect to its Consultation services.
- Discriminate between users of the same class or make any arbitrary classification of the users.

e) Opnix functions solely as an online marketplace and acts as a facilitator enabling transactions between end users and You on the Platform. At no point does Opnix take possession of any consultation services made by Specialist, nor does it hold any rights, title, or interest in those consultation services. Opnix is not liable for any obligations related to non-performance or breach of contracts between End Users and You. Opnix is neither responsible for poor or delayed consultation services or service performance nor for issues arising from consultation services that are carried out.

4. Access to services/promotions:

a) Opnix is a digital Services platform that allows the Specialist to publish their services/promotions. User can view the services/promotions (defined hereunder).

b) Opnix is only responsible for services/promotions platform for the users to see the Specialist details. The company is not responsible for the services. The transactions are done online and between the specialist and user.

c) Opnix is not a party to or in control of in any manner any transaction between the platform's users and Specialist.

d) You acknowledge that the Platform allows You to avail a personal, limited, non-exclusive, non-transferable, and revocable privilege to access and use the Platform for the purposes of seeing the advertisement on all types of consultation services(Healthcare,Education ,etc)

e) “consultation(s)”) from the specialist on a service to consumer (S2C). The registered specialist may be required to furnish additional details of their services, including, without limitation, consultation service name, licences/registrations issued by government authorities and/or any other information that may be required by Opinix. The user shall not be responsible for the accuracy of the licence and legal entity name. Opinix disclaims any liabilities arising out of incorrect details.

f) specialists publishing their services are solely responsible for all the details of the services, including the specialist name, location, category, pricing, consultation fees, phone number, etc.

g) The aforesaid revocable privilege to access does not include/permit resale or commercial use of the Platform or its Content (as defined below) in any manner. The Specialist may, at their discretion, add, modify or remove any of the services listed above from time to time without notice.

h) The Specialist and/or Opinix may also make applicable, at its discretion, additional terms and conditions specific to any category or section of consultation or services in addition to these Terms, and Your purchase of any of such category or section of consultation or services shall also be governed by such additional terms and conditions. Opinix reserves the right to provide the consultation services in any area or city in India, as may be determined by Opinix in its sole discretion. Before applying or registering for availing any of the services, We request You to please check if the services are available in Your area or city.

i) Consultation Services are ranked organically unless promoted through advertisements. Ranking is based on popularity indicators like impressions, user preferences, relevance, experience etc. Newly launched consultation services temporary visibility boost to enhance exposure and assess popularity. Opinix does not: (i) adopt any ‘unfair trade practices’ on the Platform or otherwise with respect to its service; (ii) discriminate between Users of the same class or make any arbitrary classification of the Users.

j) Opinix functions as an online promotions platform and acts as a facilitator between users and specialist on the platform. At no point does Opinix take possession of consultation service by specialist, nor does it hold any rights, title or interest in those consultation services. Opinix is not liable for any obligations related to non-performance or breach of contracts between users and specialist, as that is a bilateral arrangement between you and the specialist. Furthermore, Opinix is neither responsible for poor or delayed consultation or service performance nor for issues arising from service that are unavailable.

5. Terms and Conditions Applicable for a User Who Is a Registered Specialist:

- The User represents and undertakes
- That the documents and information provided are genuine and complete
- That the User shall not act as an Specialist of Opinix.
- To adhere to such other terms as may be applicable or displayed on the platform from time to time.

6. Age and Eligibility:

The Consultation services are minors, i.e., persons under the age of 18 (eighteen) years, undischarged insolvents, or any Users who are not competent to enter into a contract under the Indian Contract Act, 1872, unless otherwise provided hereunder or to anyone previously suspended or removed by Opnix from availing the consultation services accessing the Platform. You hereby represent that you are:

- a) Of legal age to form a binding contract,
- b) Not a person barred from receiving the services from the platform under the applicable laws;
- c) Competent to enter into a binding contract
- d) Have not been previously suspended or removed or disqualified for any reason from the platform. If you are under the age of 18, you shall use and access the platform only with the express consent of a parent or guardian and under their supervision.
- e) You shall not make negative, defamatory, misleading, deceptive, or libellous remarks about us or our brand, including Opnix and its agnates and cognates, on the platform or otherwise, or take any actions that could harm Opnix reputation or dilute its trademarks. Additionally, You will not impose an excessive load on the Platform's infrastructure or Our systems and networks.

7. Specialist Account, Password and Security:

- a) In order to access the consultation services of the Platform, you will have to register and create an account on the Platform by providing details as may be required ("Account"). When you use the Platform, Opnix may collect personal information such as your name, email, address, mobile number, and contact details and also documents pertaining to the same.
- b) You are solely responsible for the information you provide to Opnix. You shall ensure and confirm that the Account information and all information provided by You is complete, accurate, and up-to-date. If there is any change in the Account information, or if any information is found to be incomplete or incorrect, you shall promptly update your Account information on the Platform or request Opnix for information revision or update. If the information provided by you is untrue, inaccurate, unauthorised, not current, or incomplete (or becomes untrue, inaccurate, not current, or incomplete), Opnix reserves the right to refuse any and all the Consultation services, if Opnix has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete. Opnix reserves the right to refuse access to the Platform at any time without notice.
- c) Confidentiality of the Account credentials shall be your responsibility. Opnix disclaims any liability for losses due to unauthorised access of your account.

8. Payment Related Information:

- a) Consumer must pay the consultation fee before confirming the appointment with a specialist. The session will be confirmed only after successful payment.
- b) OPINIX may support the following payment methods: UPI (Google Pay, PhonePe, Paytm), Debit Card, Credit Card, Net Banking.
- c) After the payment is successful: The consultation slot will be confirmed, A virtual consultation link will be generated, The link will be shared with both User and Specialist, The session will happen at the scheduled time

- d) If the payment fails: The consultation slot will not be booked, No virtual meeting link will be generated, The user must retry the payment process.
- e) After the consultation: The payment is processed through the OPINIX platform, The platform may deduct a service/platform fee, The remaining amount will be transferred to the specialist account.
- f) OPINIX uses secure payment gateway services to ensure: Safe transactions, Encrypted payment processing, Protection of user financial details.
- g) After successful payment: A payment confirmation message/email will be sent, The user can also view the payment details in My Bookings / Payment History.

9. Disputes & Payment Issues.

If any payment was unsuccessful, duplicate, or charged incorrectly, please contact our support team within 48 hours with payment proof.

Our team will assist in verifying the transaction.

10. Contact Support

If you have any questions or clarifications, please reach out to our support team:

✉ Email: support@Opinix.in

☎ Phone: +91 9008522366

🌐 Website: www.Opinix.in

11. Price of Consultation services:

a) The prices for Consultation services listed by Specialistes on the Platform are determined entirely by the You themselves, and Opinix does not participate in or influence this pricing process in any manner. The prices of each of the Consultation services may vary due to various factors, and you may check the price on the Platform before purchasing the plans. All the plans listed on the Platform will be sold in Indian Rupees, either at a discounted price or as otherwise specified. The prices of the Consultation services are an offer for sale by the you and may be modified by the Specialist from time to time without any prior notice. Opinix endeavours to display the plans and Consultation services at the most accurate prices possible on the Platform. There may be inadvertent errors with respect to the price and other information of the plans or Consultation services; you may bring such errors to our notice, and we shall make necessary corrections. However, Users will be informed about all the costs that may be levied on the purchase of the Consultation services on the Platform.

b) The expression “Lowest Prices” pertains to the computation of average prices for all Consultation services on the Platform and is subject to availability. Opinix expressly disclaims any liability associated with the individual Consultation services sold on the Platform by you.

c) Any misuse, misleading conduct, or illegal activity on the platform by users or specialists shall be strictly prohibited and will be the sole responsibility of the individual involved.

12. User Care:

The User acknowledges and agrees that Opinix shall not be held liable for:

a) The information about Products and the associated catalogue, including pricing, displayed on the Platform is provided by the Specialist User. Opinix cannot be held liable for any changes, correctness, errors, or omissions in the information, or unavailability of these Consultation services.

b) Opinix is not and cannot be a party to any transaction between the End User and the Specialist User, nor does it have any control, involvement, or influence over the Products or Consultation services availed from such You. You acknowledge and agree that Opinix shall not, at any time, have any

ownership, control, or title to any services, which are subject to a bipartite consultation service transaction between the you and the relevant End User.

c) Opnix does not guarantee or endorse the specifics of any Specialist User, including aspects like legal ownership, creditworthiness, or identity. We recommend that you conduct your own due diligence to verify the legitimacy of any end user, you choose to engage with on the Platform and exercise your discretion. All consultation services from You and third parties are governed by their respective terms and conditions, and Opnix assumes no responsibility for these consultation services.

d) You agree and understand that the consultation images are representations of the services and not the actual image of the services. While every reasonable effort is made to maintain the accuracy of information on the Platform, actual services may contain more and/or different information than what is shown on the Platform. It is recommended to refer to the information presented on the actual service.

e) The non-availability of consultation services or services, incorrect services fulfilled by the specialist, or any liability associated with consultation services sold by the specialist.

f) The information about consultation services and the associated catalogue, including pricing, displayed on the platform is provided by the specialist. Opnix cannot be held liable for any changes, correctness or errors or omissions of the information, or unavailability of these consultation services.

g) Opnix is not and cannot be a party to any transaction between users and specialist or have any control, involvement or influence over the consultation services purchased/services availed by you from such specialist. You acknowledge and agree that Opnix shall not, at any time, have any ownership, control, and/or title to any Consultation service(s), which is subject to a bipartite sale and purchase transaction between you and the relevant specialist.

h) Opnix does not provide any with respect to the consultation services and/or services from the specialist on the platform and disclaims any liability with respect to the consultation services.

i) All commercial and contractual arrangements regarding the consultation services for between users and specialist. These arrangements encompass various terms, including but not limited to pricing, consultation service and service quality, consultation fees, payment conditions.

j) Opnix may, however, provide support services to specialist in respect to service fulfilment, mode of payment, customer support, technology and other ancillary services, pursuant to independent contracts executed between Opnix and the specialist.

k) Opnix does not specifics of any, including aspects like legal ownership, creditworthiness, or identity. We recommend that You conduct Your own due diligence to verify the legitimacy of any specialist You choose to engage with on the platform and exercise Your discretion. All services from Specialist and third parties are governed by their respective terms and conditions, and Opnix assumes no responsibility for these services. Opnix makes the best attempt to review the data provided by the services but cannot validate the information provided. The user is at their own discretion to verify and validate the services before buying or making any purchases.

l) You agree and understand that the consultation service images are representations of the consultation service and not actual images of the consultation service promote to you, and you shall

read the physical consultation service label for the calorific and nutritional value, experience, user reviews of the consultation services.

WHILE EVERY REASONABLE EFFORT IS MADE TO MAINTAIN ACCURACY OF INFORMATION ON THE PLATFORM, THE ACTUAL CONSULTATION SERVICE MAY CONTAIN MORE AND/OR DIFFERENT INFORMATION THAN WHAT IS SHOWN ON THE PLATFORM. IT IS RECOMMENDED TO CHECK WITH THE SPECIALIST AND ACTUAL CONSULTATION SERVICE AND DIRECTLY REFER TO THE INFORMATION PRESENTED ON THE ACTUAL CONSULTATION SERVICE BY THE SPECIALIST.

m) As a result of such checks, if Opinix is not satisfied with the credibility of the user or genuineness, it will have the right to reject the services placed by such users or disable their access to the platform. Transactions on the Platform may be delayed, suspended, or cancelled at Opinix's sole discretion for any reason (to maintain the integrity, security, and equitable usage of the Platform), including but not limited to suspicious activities, concerns regarding the user's authenticity or behavior, unusually high transaction volumes, safety concerns, or to ensure the fair use of the Platform.

13. Beware of Fraud:

Please do not share your debit/credit card number, CVV number, OTP, UPI/ATM pin and other sensitive information with anyone claiming to be an Opinix representative. Opinix or its authorised representatives will NEVER ask you to share the aforesaid details. Beware of fraudsters, and please report incidents immediately to your bank, the nearest police station and at <https://cybercrime.gov.in/>.

a) For assistance on an Opinix service or refund-related issues, click on the 'Get Help 'or 'Contact Us ' section on the app or contact support@Opinix.in.

b) Please exercise caution to verify the portals/website links claiming to be Opinix or a lookalike or a payment link shared over social media or a social messaging app claiming to be Opinix discounts or services and proactive calls from unauthorised numbers or unauthorised social media accounts requesting personal/financial information.

14. Use of Platform:

a) Subject to compliance with the Terms, Opinix hereby grants you a personal, non-exclusive, non-transferable, limited, revocable privilege to access and use the Platform.

You agree to use the Platform only:

- For purposes that are permitted by the Terms.
- In accordance with any applicable law, regulation or generally accepted practices or guidelines.
- For availing the Consultation services through the Platform. You agree not to engage in activities that may adversely affect the use of the Platform by Opinix and other Users.

b) You agree that the Platform and any portion of the Platform shall not be reproduced, duplicated, copied, sold, resold or otherwise exploited for commercial purposes.

c) You agree not to frame or utilise the framing techniques to enclose any trademark, logo or any other proprietorship information of the Platform.

d) You agree not to access (or attempt to access) the Platform by any means other than through the interface that is provided by Opinix. You shall not use any deep-link, robot, spider or other automatic

device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Platform.

e) Further, you undertake not to host, display, upload, modify, publish, transmit, store, update or share any information that belongs to another person and to which the User does not have any right.

f) Is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting, or harassing on the basis of gender, libellous, racially, or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;

g) Is harmful to child;

h) Infringes any patent, trademark, copyright, or other proprietary rights;

i) Violates any law for the time being in force;

j) Impersonates another person;

k) Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting other nation;

l) Contains software virus or any other computer code, file or program designed to interrupt, destroy, or limit the functionality of any computer resource;

m) Is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity, or agency for financial gain or to cause any injury to any person;

n) Disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers, or networks connected to or accessible through the Platform or any affiliated or linked sites;

o) Violate the Terms contained herein or elsewhere; and

p) Reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform.

q) You shall solely be responsible for maintaining the necessary computer equipment, gadgets and internet connections that may be required to access, use, and transact on the Platform.

r) You understand and acknowledge that by using the Platform or any of the Consultation services, you may encounter Content that may be deemed by some Users to be offensive, indecent, or objectionable, which Content may or may not be identified as such. You agree to use the Platform and any Consultation services at your sole risk and that to the fullest extent permitted under applicable law, Opnix shall have no liability to you for Content that may be deemed offensive, indecent, or objectionable to you.

15. Intellectual Property Rights:

a) The Platform and the processes, and their selection and arrangement, including but not limited to, texts, videos, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and

computer code (and any combinations thereof) (collectively, the “Content”) on the Platform is either owned by or licensed by Opinix, and the design, structure, selection, coordination, expression, look and feel, and arrangement of such Content is protected by copyright, patent, and trademark laws, and various other intellectual property rights.

b) The trademarks, logos and service marks displayed on the Platform (“Marks”) are the licensed property of Opinix or owned by third parties. You are not permitted to use the Marks without the prior consent of Opinix or the relevant third party (which is the owner of the Marks) respectively. Access or use of the Platform does not authorise any party to use trademarks, logos, or any other marks in any manner.

c) Opinix disclaims to hold any right, title, or interest in and to the intellectual property rights arising out of or associated with the Products or Consultation services by the Specialist on the Platform.

d) References on the Platform of any name, mark, Consultation services or products of third parties have been provided for your convenience, and in no way constitute an endorsement, sponsorship, or recommendation, whether express or implied.

e) Where the Platform contains links to other sites provided by third parties, these links are provided for information only. We have no visibility or control over the contents on or available through those sites, and you acknowledge and agree that we have no liability for any such content.

f) Opinix word mark and its variances together with device marks displayed on the Platform shall be the licensed property of us, and any use, unless expressly permitted in writing, shall amount to infringement. You hereby agree and undertake that you recognise our intellectual property rights, and upon acquiring knowledge of any infringement by any third parties, you shall report it to us at legal@venturebiz.in.

16. Disclaimer of Liability:

You expressly understand and agree that, to the maximum extent permitted by applicable law:

a) Opinix will not be liable for any loss that you may incur as a consequence of unauthorized use of your Account or Account information in connection with the Platform, either with or without your knowledge.

b) Opinix has endeavored to ensure that all the information on the Platform is accurate, but Opinix neither warrants nor makes any representations regarding the quality, accuracy, or completeness of any data or information regarding the Consultation services or otherwise. Opinix shall not be responsible for the delay or inability to use the Platform or related functionalities, the provision of or failure to provide functionalities, or for any information, software, functionalities, and related graphics obtained through the Platform, or otherwise arising out of the use of the Platform, whether based on contract, tort, negligence, strict liability, or otherwise. Further, Opinix shall not be held responsible for non-availability of the Platform during periodic maintenance operations or any unplanned suspension of access to the Platform that may occur due to technical reasons or for any reasons beyond Opinix’s reasonable control.

c) Opinix makes no representation that the Content on the Platform is appropriate to be used or accessed outside the Republic of India. Any Users who use or access the Platform from outside the Republic of India do so at their own risk and are responsible for compliance with the laws of such jurisdiction, and also consent to Opinix for use of their personal and other information only for the purpose of provision of Consultation services. By visiting the Platform or providing your information,

you expressly agree to be bound by these Terms and our Privacy Notice and also agree to be governed by the laws of India, including but not limited to the laws applicable to data protection and privacy. If you do not agree, please do not use or access our Platform.

d) The Terms do not constitute, nor may the Terms be used for or in connection with any promotional activities or solicitation by anyone in any jurisdiction in which such promotional activities or solicitation are not authorized or to any person to whom it is unlawful to promote or services.

e) Prices for any service displayed on the Platform may be inaccurate due to technical issues, typographical errors, or incorrect information provided by the Specialist User.

f) Opinix accepts no responsibility for any breaches of applicable laws, including those governing the Consultation services offered by You.

g) You acknowledge that third-party Consultation services are available on the Platform. However, you agree that we make no representations regarding these third-party Consultation services and will not be liable for any outcomes, including injury, impairment, or death, resulting from their use. You hereby waive any rights or claims you may have against us in relation to third-party Consultation services.

17. Indemnification and Limitation of Liability:

a) You agree to indemnify, defend and hold harmless Opinix, service providers, its officers, directors, consultants, agents, representatives and employees; and its third-party partners (“Indemnitees”) from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including reasonable legal fees) asserted against or incurred by the Indemnitees that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms and/or the Privacy Notice. Further, you agree to hold the Indemnitees harmless against any claims made by any third party due to, or arising out of, or in connection with, your use of the Platform, any misrepresentation with respect to the data or information provided by you, your violation of the Terms and/or the Privacy Notice, your violation of applicable laws, or your violation of any rights of third parties, including any intellectual property rights.

b) In no event shall Opinix, its You, its service providers and its directors, officers, partners, consultants, agents, and employees and its partners, be liable to you or any third party for any special, incidental, indirect, consequential, or punitive damages whatsoever, arising out of or in connection with your use of or access to the Platform or Content on the Platform. Notwithstanding any provisions herein, Opinix, You, or service providers’ maximum total liability shall not exceed the amount paid by the User for the purchase of the consultation services under the specific order to which the liability relates.

c) The limitations and exclusions in this Section apply to the maximum extent permitted by applicable laws.

18. Violation of these Terms:

a) You agree that any violation by You of these Terms will likely cause irreparable harm to Opinix, for which monetary damages would be inadequate, and you consent to Opinix obtaining any injunctive or equitable relief that they deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that Opinix may have at law or in equity.

19. Suspension and Termination:

a) The Terms will continue to apply until terminated by either You or Opinix as set forth below. If you object to the Terms or are dissatisfied with the Platform,

b) You may:

- Close your Account on the Platform.
- Stop accessing the Platform.

c) Opinix may disable your access or block your future access to the Platform or suspend or terminate your Account if it believes, in its sole and absolute discretion, that you have violated any term of these Terms or the Privacy Notice or in any way otherwise acted unethically. Notwithstanding anything contained herein, all terms which by their nature are intended to survive such termination, will survive indefinitely unless and until Opinix chooses to terminate them.

d) Any such termination shall not cancel your obligation to pay for a Product or a service purchased on the Platform, or any other obligation which has accrued, or is unfulfilled and relates to the period prior to termination.

e) You shall be liable to pay any fees or charges, if applicable, in respect of the Consultation services until the date of termination by either party whatsoever.

20. Governing Law and Jurisdiction:

These Terms shall be governed by and construed in accordance with the laws of India without reference to conflict of laws principles, and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts at Bengaluru, India.

21. Grievance Redressal Mechanism:

a) For any Consultation services-related issue, you may first reach out to us via chat support on the App for real-time resolution.

b) You may also write to us at support@Opinix.in and we will strive to resolve your order-related issues within the timelines prescribed under applicable laws.

c) If you still have any grievances, complaints, or concerns with respect to the Platform, order, Content, or the Consultation services, or are not satisfied with the resolution, you can contact the designated Grievance cum Nodal Officer of Opinix as per the below details:

Mr. Arun

Designation: Associate Director

Venturebiz Promotions Private Limited

Address: #2085/16, 2nd Floor, Spoorthi, Puttenahalli Main Road, JP Nagar 7th Phase, Bangalore - 560078.

Phone: 900852236

Email: grievances@Opinix.in

Time: Mon – Sat (9:00AM – 18:00PM)

The aforementioned details of the Grievance cum Nodal Officer are provided in compliance with:

- (1) Information Technology Act, 2000 and rules made thereunder.
- (2) Consumer Protection (E-Commerce) Rules, 2020, as amended from time to time.

a) The Grievance Officer of Opinix shall endeavour to acknowledge the User grievances, complaints, or concerns with respect to the Platform, the Content, or the Consultation services within 48 hours of receipt of the same and shall endeavour to redress the same at the earliest and in no event later than 30 (thirty) days of receipt of such request. By lodging a complaint or grievance, you agree to provide complete support to the Grievance Officer and such reasonable information as may be sought by them from You.

22. Notice of Infringement and Take Down Policy:

a) Opinix's Take Down Policy enables intellectual property owners to quickly report and remove infringing listings from the Platform.

b) Intellectual property owners can report potentially infringing Offer listings by submitting a Notice of Infringement containing all the details as mentioned below. Opinix cannot independently verify that You have the rights to sell or distribute their consultation services but is fully committed to protecting intellectual property rights.

c) Steps to report a listing:

- If you have a sincere belief that a Specialist User on our Platform is infringing your intellectual property rights, please follow the below steps. We request you to provide the following information and email it to **legal@venturebiz.in**

The email should include:

- Identification or description of the copyrighted work/trademark that has been infringed along with registration/application details and images.
- Specialist User contact information.
- An undertaking from you that:

d) You have a good faith belief that the use of the material complained of is not authorized by the trademark, copyright, or intellectual property owner, its agent, or the law.

e) The information in the notice is accurate and that you are the trademark or copyright or intellectual property owner, or authorized to act on the trademark, copyright, or intellectual property owner's behalf.

f) Such other information that you think is important for supporting your claim.

Opinix's Actions:

Upon receiving a duly completed notice with the necessary documentation as described above, and after confirming the authenticity of the claim, Opinix may take steps to remove or disable access to the alleged infringing content provided by third parties. Opinix may also inform the respective Seller who submitted the content in question, providing them with a copy of the infringement notice. We reserve the right to undertake any further actions as permitted by the applicable laws in effect at the time of notification.

23. Communications:

a) You hereby expressly agree to receive communications by way of SMS, telephone or VOIP calls, and messaging apps like WhatsApp on the registered mobile phone number, and electronic communications such as e-mails from Opinix and other third parties duly authorised by Opinix. You hereby expressly consent to the monitoring and recording, by Opinix and/or any third party, of any and all communications between You and Opinix or its agents, employees, consultants, contractors, or

representatives of Opnix or of their authorised partners. Such monitoring or recording waives any further notice or consent requirement under applicable laws.

b) You can unsubscribe or opt out from receiving promotional communications from Opnix. In such a case, Opnix will only send communications solely required for the purposes of availing the Consultation services by you.

24. General Provisions:

a) **Notice:** All notices from Opnix will be served by email to your registered email address or by messaging app on the registered mobile phone number, or by general notification on the Platform.

b) **Assignment:** You cannot assign or otherwise transfer any rights granted hereunder to any third party. Opnix's rights and obligations under the Terms are freely transferable by Opnix to its successor or to its affiliates or any third party without the requirement of seeking your consent.

c) **Severability:** If, for any reason, any provision of the Terms, or any portion thereof, is found to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

d) **Force Majeure:** Opnix, its You, and its service providers shall not be liable to you for its failure to perform or for delay in providing you access to your Account or to the Platform or any Consultation services thereof, to the extent such failure or delay results from causes beyond its reasonable control, including, without limitation, acts of God, fires, explosions, wars or other hostilities, insurrections, revolutions, strikes, labour unrest, earthquakes, floods, riots, excessive rains, pandemics, epidemics, or regulatory or quarantine restrictions, unforeseeable governmental restrictions or controls, or a failure by a third-party hosting provider or internet service provider, or on account of any change or defect in the software and/or hardware of your computer system.

25. Advertisements:

a) As part of the Consultation services provided by Opnix, we may facilitate and allow third-party advertisers ("Third Party Advertisers") to place advertisements on the Platform. You understand that any content put out by Third Party Advertisers is not edited, reviewed, or otherwise endorsed by Opnix, and we disclaim, to the fullest extent permitted by law, any liability for the content published by the Third Party Advertisers. It is solely the responsibility of the Third Party Advertisers submitting material to the Platform to ensure compliance with all relevant laws. Any interactions or transactions you undertake with Third Party Advertisers found on the Platform, including related to their Consultation services, are strictly between You and the Third Party Advertisers. Opnix bears no liability for errors, omissions, or inaccuracies in advertising content or for any losses or damages arising from your dealings with these advertisers or their presence on the Platform.

b) To the extent you are a Third Party Advertiser, you understand that in addition to these Terms, you will also be required to agree to Opnix's policies and other contractual agreements that you will need to execute for placing your advertisement. As a general principle, the content in the advertisements should not be misleading or in violation of applicable law or guidelines issued by the Advertising Standards Council of India or any other self-regulating body. You also acknowledge that we have the sole right, at our discretion, to remove any Third Party Advertisement or require you to prove factual substantiation if we are of the view that it is in violation of applicable law or any self-regulating industry body guidelines or is otherwise misleading.

c) If you are of the view that the content of a Third Party Advertiser is inappropriate or in violation of applicable law, please write to Opinix at the email address provided above.

d) For any charitable campaign information shared with Users or displayed on the Platform, where donations may be made through third-party sites or accounts, Opinix may not be involved in fund collection or use. Opinix bears no responsibility for the accuracy or legality of campaign information, which is provided solely for reference. Users are encouraged to verify details independently before taking action.

26. Severability:

If any part of these Terms is found to be invalid, void, or unenforceable, that portion will be treated as separable, and the remaining provisions will continue in full force and effect.

27. Amendments:

We may modify these Terms periodically, without prior notice, to include updates, revisions, additions, or new policies affecting your use of the Consultation services. Such changes will be posted on the Platform and take effect immediately upon posting. We encourage you to review these Terms on the Platform regularly for any updates. By continuing to use the Consultation services and/or the Platform, you agree to accept any revised Terms.

28. Transition:

- THE PLATFORM IS UNDERGOING A TRANSITION WHERE THE PLATFORM WILL BE OPERATED BY [VENTUREBIZ PROMOTIONS PRIVATE LIMITED](#) FROM THE DATE WHICH SHALL BE COMMUNICATED TO YOU. PURSUANT TO THE TRANSITION, THE EXISTING USERS OF OPINIX CONSULTATION SERVICES HEREBY CONSENT TO THE FOLLOWING:
- FOR THE TRANSFER OF YOUR PAYMENT RELATED INFORMATION AND INSTRUMENTS AS AVAILABLE WITH THE SERVICE PROVIDER OF OPINIX TO ENSURE SEAMLESS EXPERIENCE FOR USERS POST TRANSITION.

29. Entire Agreement:

This document, including the Privacy Notice and any policies that Opinix may introduce from time to time, represents the entire understanding between You and Opinix. It establishes the Terms for Your access to and use of the Consultation services and Platform superseding any earlier arrangements related to such access or use.

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