

## **User Terms of Service**

These terms govern your use of Opinix consultation services as a User partner. Please read them carefully.

Version 1.0

Last updated: 04th Feb 2026

### **Opinix User TOS:**

This document is an electronic record and published in accordance with the provisions of the Information Technology Act, 2000, and the rules thereunder, including the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021. It is generated by a computer system and does not require any physical or digital signatures.

#### **1. Terms of Use:**

The websites [www.opinix.in](http://www.opinix.in) launching soon and [www.Venturebiz.in](http://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, Spoorthi, 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 be eligible to use the Specialist details 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 Specialist details through the platform in accordance with these terms.

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, add any or all consultation services without prior notice and can add or remove relevant terms and conditions, if necessary.

b) Any updating of the terms as a consequence of changes 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.

## **2. Access to services/promotions:**

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

b) Opinix 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) Opinix 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.

### **3. 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.

### **4. 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 Opinix 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 Opinix and its agnates and cognates, on the platform or otherwise, or take any actions that could harm Opinix reputation or dilute its trademarks. Additionally, You will not impose an excessive load on the Platform's infrastructure or Our systems and networks.

### **5. User Account and Security:**

- a) In service to access the consultation service 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, age, photograph, address, mobile number, and contact details, and also documents pertaining to the same. This includes demographic information like gender, occupation, and education, as well as your activity on the platform, such as visited pages, clicked links, and transaction details, including financial information needed to provide services and manage the platform effectively.

b) You are solely responsible for the information you provide to us. 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 openix 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 service if Opnix has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete or for any reasons of government policy of state and central or anything offensive or hurtful on religious grounds or anything that Opnix thinks is not in the right sense of promotion of the specialist. 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.

#### **6. Price of Consultation services:**

a) The prices for consultation services listed by specialist on the platform are determined entirely by the specialist themselves, and Opnix 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 with the specialist before purchasing the consultation service.

b) All the consultation services listed on the platform will be sold at Indian Rupees, either at Maximum Retail Price (MRP) (inclusive of all taxes) or at a discounted price unless otherwise specified directly by the specialist. The prices of the Consultation services may be modified by the Specialist from time to time without any prior notice. Opnix endeavor to display the 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 consultation services or services. You may bring to Our notice of such errors and We shall effect necessary corrections.

c) The Users will be informed about all the costs that may be levied on the purchase of the Consultation services or Services on the platform.

d) The expression 'Lowest Prices' pertains to the computation of average prices for all Consultation services upload by the Specialist on the Platform. Opnix expressly disclaims any liability associated with the individual consultation services or services promotions on the platform by the specialist.

e) 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

f) Specialist and users are directly responsible in the event of such activities, and Opinix is not responsible for the legalities. Opinix will make all coordination and efforts with legal authorities to ensure the platform is not used for any banned activities.

## **7. User Care:**

The user acknowledges and agrees that Opinix shall not be held liable for the quality of the specialist services or consultation services, or any issues arising from services provided by third-party that do not meet user expectations, potentially resulting in loss, harm, or damage.

a) 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.

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

c) Opinix 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 Opinix 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.

d) Opinix 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.

e) 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.

f) Opinix 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 Opinix and the specialist.

g) Opinix 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 Opinix assumes no responsibility for these services. Opinix 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.

h) 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.

i) 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.

### **8. 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](mailto: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.

### **9. Use of Platform:**

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 services through the platform. You agree not to engage in activities that may adversely affect the use of the Platform by Opinix and/or other users.

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

b) You agree to not frame or utilize the framing techniques to enclose any trademark, logo or any other proprietorship information of the platform.

c) 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.

d) You undertake not to host, display, upload, modify, publish, transmit, consultation service, update or share any information that:

1) Belongs to another person and to which the User does not have any right

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

3) Is harmful to child;

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

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

6) Impersonates another person;

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

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

9) 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;

e) 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;

f) Violate the Terms contained herein or elsewhere; and

g) 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.

h) 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.

i) You understand and acknowledge that by using the Platform or any of the 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 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.

#### **10. Intellectual Property Rights related:**

a) - The Non-service-related content – 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 Opnix, and the design, structure, selection, coordination, expression, look and feel and arrangement of such Content are 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 Opnix. You are not permitted to use the Marks without the prior consent of Opnix. Access to or use of the Platform does not authorize any party to use trademarks, logos, or any other mark in any manner.

c) Opnix disclaims holding any right, title, or interest in and to the intellectual property rights arising out of or associated with the consultation services sold by the Specialist on the Platform.

d) References on the platform of any name, mark, service or consultation service 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) Opnix word/Term mark and variances, together with device marks displayed on the Platform are licensed property of the Company, and any use, unless expressly permitted, shall amount to infringement and You shall hereby agree and undertake that You recognize Our intellectual property rights and, upon acquiring knowledge of any infringement by any third parties, shall report to Us at [legal@venturebiz.in](mailto:legal@venturebiz.in)

#### **11. Disclaimer of Liability:**

a) You expressly understand and agree that, to the maximum extent permitted by applicable law.

b) The Platform and other Content are provided by Opnix on an “as is” basis without any kind, express, implied, statutory, or otherwise, non-infringement, merchantability, or fitness for a particular purpose. Without limiting the foregoing, Opnix makes no Services will meet Your requirements, or Your use of the Platform will be uninterrupted, timely, secure, or error-free. No advice or information, whether oral or written, obtained by you from Opnix shall not create expressly stated in the terms.

c) 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.

d) Opinix shall not, nor is it obligated to, mediate or resolve any disputes or disagreements that may arise between you and the specialist.

e) Opinix does not endorse, either implicitly or explicitly, any sale or purchase of consultation services or services listed on the Platform. However, upon receiving a written request from you following the purchase of any consultation services and/or services on the platform, Opinix may provide additional information about the specialist involved in the transaction as available to facilitate direct communication between you and specialist for the purpose of dispute resolution.

f) Opinix has endeavored to ensure that all the information on the Platform is accurate, but Opinix neither endeavors nor makes any representations regarding the quality, accuracy or completeness of any data, information regarding the 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.

g) 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.

h) 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 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.

i) 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 authorised or to any person to whom it is unlawful to promote or solicit.

j) Prices for any consultation service(s) displayed on the platform may be inaccurate due to technical issues, typographical errors, or incorrect information provided by the specialist. In such cases, the specialist is responsible and reserves the right to cancel the user's service(s). The service listing is not a binding agreement between the user and specialists.

k) Opinix accepts no responsibility for any breaches of applicable laws, including those governing the consultation services serviced by specialist or by payment gateway service providers.

l) You acknowledge that third-party services are available on the platform, and we may partner with certain third parties to facilitate such services. However, you agree that we make no representations or warranties regarding these third-party services or 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 services.

## **12. 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.

## **13. Refund & Cancellation Policy – Opinix**

### **1. Cancellation Policy.**

All consultation purchases made on Opinix are final. Users cannot cancel the consultation once the payment has been successfully processed.

### **2. Consultation Fee Policy.**

All consultation fee paid by the user will be refunded with consideration of refund policies.

### **3. Refund Policy.**

Opinix follows a strict refund policy. This means:

- Refund will be provided for consumers for paid consultation only.
- Refund will be issued if the specialist is not available in the link according to Specialist schedules.
- Refund will be provided due to specialist is not available, absences of specialist on his own schedule.
- No Refund will be provided due to bad network & connections, if the scheduled consumer is not available, absence of consumer in the consultation scheduled time.

#### 5. Disputes & Payment Issues

If any payment is unsuccessful, duplicated, or charged incorrectly, users must contact the Opinix support team within 48 hours along with valid payment proof. Our team will assist in verifying the transaction.

#### 6. Contact Support

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

✉ Email: [support@Opinix.in](mailto:support@Opinix.in)

☎ Phone: +91 9008522366

🌐 Website: [www.Opinix.in](http://www.Opinix.in)

#### Refund & Cancellation Policy

Once the subscription is purchased, no cancellation and no refund will be allowed for any reason.

Please review the plan details carefully before making the payment.

#### **14. Indemnification and Limitation of Liability:**

a) You agree to indemnify, defend and hold harmless Opinix, partners, Specialist, 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, 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 specialist, its service providers, 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.

c) Notwithstanding any provisions herein, Opinix, Specialist, and service providers’ maximum total liability shall not exceed the amount paid by the User for the purchase of the Consultation service and/or Services under the specific service to which the liability relates.

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

#### **15) Violation of these Terms:**

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.

## **16) 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, You may:

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

b) 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.

c) Any such termination shall not cancel your obligation to pay for a consultation service 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.

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

## **17) 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, Karnataka, India.

## **18) Grievance Redressal Mechanism:**

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

b) You may also write to us at [support@Opinix.in](mailto:support@Opinix.in), and we will strive to resolve your service-related issues within the timelines prescribed under applicable laws.

c) If you still have any grievances or complaints or concerns with respect to the Opinix service or are not satisfied with the resolution, the content, or the services, 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@venturebiz.in](mailto:grievances@venturebiz.in)

Time: Mon – Sat (9:00 AM – 7:00 PM) are

a) The aforementioned details of the Grievance cum Nodal Officer are provided in compliance with the Information Technology Act, 2000, and rules made thereunder.

b) Consumer Protection (E-Commerce) Rules 2020, as amended from time to time.

c) The Grievance Officer of Opinix shall endeavour to acknowledge the user grievances, complaints, or concerns with respect to the platform, the content, or the 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.

#### **17) 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 consultation services or listings by submitting a Notice of Infringement containing all the details as mentioned below. Opinix cannot independently verify that specialist have the rights to sell or distribute their consultation services or 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 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](mailto:legal@venturebiz.in). The email should include:

1. Identification or description of the copyrighted work/trademark that has been infringed along with register platform/application details and images.
2. Your contact information.
3. An undertaking from you that you have a good faith belief that the use of the material complained of is not authorized by the trademark or copyright or intellectual property owner, its agent, or the law.

4. The information in the notice is accurate, and you are the trademark or copyright or intellectual property owner or authorized to act on the trademark or copyright or intellectual property owner's behalf.
5. Such other information that You think is important for supporting Your claim.

**18) Opnix's Actions:**

a) Upon receiving a duly completed notice with the necessary documentation as described above, and after confirming the authenticity of the claim, Opnix may take steps to remove or disable access to the alleged infringing content provided by third parties.

b) Opnix may also inform the respective specialist who submitted the content in question, providing them with a copy of the infringement notice.

c) We reserve the right to undertake any further actions as permitted by the applicable laws in effect at the time of notification.

**19) Communications :**

a) You hereby expressly agree to receive communications by way of SMS, telephone or VoIP calls, messaging apps like WhatsApp on the registered mobile phone number and/or electronic communications like e-mails from Opnix and other third parties duly authorized by Opnix.

b) You hereby expressly consent to the monitoring and recording, by Opnix and/or any third party, of any and all communications between you and Opnix or its agents, employees, consultants, contractors, or representatives of Opnix or of their authorized partners, and such monitoring or recording waives any further notice or consent requirement under the applicable laws.

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

**20) General Provisions:**

Notice:

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

Assignment:

b) 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.

Severability:

c) If, for any reason any provision of the Terms, or any portion thereof, 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.

Force Majeure:

d) Opnix, its Specialist, 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 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, pandemic, 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.

## **21) Advertisements:**

a) As part of the services provided by us, 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 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 payments, consultation service, and terms or representations related to their services, are strictly between you and the third-party advertiser. 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.

c) 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.

d) 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 Us at the email address provided above.

e) For any charitable campaign information shared with users or displayed on the platform, where donations may be made through third-party sites or accounts, Opnix may not be involved in fund collection or use. Opnix 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.

**22) Severability:**

a) 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.

**23) Amendments:**

a) We may modify these Terms periodically, without prior notice, to include updates, revisions, additions, or new policies affecting your use of the 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 Services and/or the Platform, you agree to accept any revised Terms.

**24) Transition:**

a) 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 USER OF OPINIX SERVICES HEREBY CONSENTS TO THE FOLLOWING:

b) FOR THE TRANSFER OF YOUR PAYMENT-RELATED INFORMATION AND INSTRUMENTS AS AVAILABLE WITH THE SERVICE PROVIDER OF OPINIX TO ENSURE A SEAMLESS EXPERIENCE FOR USERS POST TRANSITION.

**25) Entire Agreement:**

a) This document, including the Privacy Notice and any policies that Opnix may introduce from time to time, represents the entire understanding between you and Opnix. It establishes the terms for your access to and use of the services and platform, superseding any earlier arrangements related to such access or use.

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