

Terms and Conditions

PLEASE READ THE TERMS AND CONDITIONS THOROUGHLY AND CAREFULLY.

A. Acceptance of Terms

The terms and conditions set forth below (“**Terms of Use**”) and the Privacy Policy constitute a legally-binding agreement between **J3 Consulting Services LLP (hereinafter “KomplaintBox/the Company”)**, and **you**. These Terms of Use contain provisions that define your limits, legal rights and obligations with respect to your use of and participation in (i) the website and, including the classified advertisements, forums, various email functions and internet links, and all content and services available through the domain and sub-domains of located at www.komplaintbox.in (referred to herein as the “**Website**”), and (ii) the online transactions between those users of the Website who are offering services of resolution of complaints of banking customers (each, a “**Banking Service Providers**”) and those users of the Website who are obtaining services of Service Provider by getting their complaint resolved by the Banking Service Provider (each, a “**Service User**”) through the Website (such services, collectively, the “**Services**”). The Terms of Use described below incorporate the Privacy Policy and apply to all users of the Website, including users who are also contributors of video content, information, private and public messages, advertisements, and other materials or Services on the Website.

The Website is currently owned and operated by J3 Consulting Services LLP, having its registered address at 25 and 26, V K Iyer Road, Mandaveli, Chennai 600028

You acknowledge that the Website serves as a platform for agreeing upon Services between the Service Providers and Service Users, and, by using, visiting, registering for, and/or otherwise participating in this Website, including the Services presented, promoted, and displayed on the Website, you hereby certify that: (1) you are either a Service Provider or a prospective Service User, (2) you have the authority to enter into these Terms of Use, (3) you authorize the transfer of payment for Services requested through the use of the Website, and (4) you agree to be bound by all terms and conditions of these Terms of Use and any other documents incorporated by reference herein. If you do not so agree to the foregoing, you are prohibited from accessing or using the Website. If you do not agree to any of the provisions set forth in the Terms of Use, kindly discontinue viewing or participating on the Website immediately.

All references to “you” or “your”, as applicable, means the person that accesses, uses, and/or participates in the Website in any manner. If you surf the Website or open an Account (as defined below) on behalf of a business, you represent and warrant that you have the authority to bind that business and your acceptance of the Terms of Use will be deemed an acceptance by that business and “you” and “your” herein shall refer to that business.

1. MODIFICATIONS TO TERMS OF USE AND/OR PRIVACY POLICY

Komplaintbox reserves the right, in its sole discretion, to change, modify, or otherwise amend the Terms of Use, and any other documents incorporated by reference herein for

complying with legal and regulatory framework and for other legitimate business purposes, at any time, and Komplaintbox will post notice of the changes and the amended terms of use in the Terms & Conditions page in the Website. It is your responsibility to review the Terms of Use for any changes and you are encouraged to check the Terms of Use frequently. Your use of the Website following any amendment of the Terms of Use will signify your assent to and acceptance of any revised Terms of Use. If you do not agree to abide by these or any future Terms of Use, please do not use or access the Website.

2. PRIVACY POLICY

Komplaintbox has established a Privacy Policy that explains to the users how their information is collected and used. The Privacy Policy is referenced above and hereby incorporated into the Terms of Use set forth herein. Your use of this Website is governed by the Privacy Policy.

The Privacy Policy is available on the Website komplaintbox.in

B. Membership and Accessibility

1. LICENSE TO ACCESS

Komplaintbox hereby grants you a non-exclusive, revocable license to use the Website as set forth in the Terms of Use; provided, however, that (i) you will not copy, distribute, or make derivative works of the Website in any medium without komplaintbox's prior written consent; (ii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purposes; and (iii) you will otherwise act in accordance with the terms and conditions of the Terms of Use and in accordance with all applicable laws.

2. MEMBERSHIP ELIGIBILITY CRITERIA

Use of the Website is available only to individuals who are at least 18 years old and can form legally binding contracts under applicable law. You represent, acknowledge and agree that you are at least 18 years of age, and that: (a) all registration information that you submit is truthful and accurate, (b) you will maintain the accuracy of such information, and (c) your use of the Website and Services offered through this Website do not violate any applicable law or regulation. Your Account (defined below) may be terminated without warning if we at our discretion, believe that you are under the age of 18 or that you are not complying with any applicable laws, rules or regulations.

You need not register with komplaintbox to simply visit and view the Website, but to access and participate in certain features of the Website, you will need to create a password-protected account ("**Account**"). To create an account, you must register your complaint and submit the details pertaining to your Name, Email address, Mobile no and Complaint type through the account registration page on the Website and create a password. You will also have the ability to provide additional optional information, which is not required to register for an account but may be helpful to komplaintbox in providing you with a more customized experience when using the Website.

You shall be solely responsible for all activities that occur on your Account and you shall notify komplaintbox immediately of any breach of security or any unauthorized use of your Account. Similarly, you shall never use another's Account without komplaintbox's permission. You agree that you will not misrepresent yourself or represent yourself as another user of the Website and/or the Services offered through the Website.

You hereby expressly acknowledge and agree that you yourself and not komplaintbox will be liable for your losses, damages etc. (whether direct or indirect) caused by an unauthorized use of your Account. Notwithstanding the foregoing, you may be liable for the losses of komplaintbox or others due to such unauthorized use.

An Account holder/ Client is sometimes referred to herein as a **"User"**.

You acknowledge and agree that you shall comply with the following policies **(the "Account Policies")**:

- You will not copy or distribute any part of the Website in any medium without komplaintbox's prior written authorization.
- You will provide true, accurate, current and complete information when creating your Account and you shall maintain and update such information during the term of this Agreement so that the required information shall continue to remain accurate, true, current and complete.
- You shall not in any manual or automated manner collect Service Provider's or Service User's information, including but not limited to, names, addresses, phone numbers, or email addresses, copyrighted text, or otherwise misuse or misappropriate Website information or content, including but not limited to, use on a "mirrored", competitive, or third party site.
- You shall not in any way transmit more request messages to the komplaintbox servers, or any server of a komplaintbox subsidiary or affiliate, in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser; provided, however, that the operators of public search engines may use spiders or robots to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such material. Komplaintbox reserves the right to revoke these exceptions either generally or in specific cases.
- You shall not take any action that (i) unreasonably encumbers or, in komplaintbox's sole discretion, may unreasonably encumber the Website /company Website's infrastructure; (ii) interferes or attempts to interfere with the proper working of the company / Website or any third-party participation in the Website; or (iii) bypasses komplaintbox's measures that are used to prevent or restrict access to the Website.
- You agree not to collect or harvest any personally identifiable data, including without limitation, names or other Account information, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes.
- You agree & allow us to store all required communication from your mailing account which helps us in settling/resolving your banking complaint.

3. ADDITIONAL POLICIES

Your access to, use of, and participation on the Website is subject to the Terms of Use and is applicable to komplaintbox's regulations, guidelines and additional policies that komplaintbox may set forth from time to time, including without limitation, a copyright policy and any other restrictions or limitations that komplaintbox publishes on the Website (the "Additional Policies"). You hereby agree to comply with the Additional Policies and your obligations there under at all times. You hereby acknowledge and agree that if you fail to adhere to any of the terms and conditions of this Agreement or documents referred herein, including the Account Policies, membership eligibility criteria or Additional Policies, komplaintbox, in its sole discretion, may terminate your Account at any time without prior notice to you as well as initiate appropriate legal proceedings, if necessary.

C. Rules for Service Users

1. SERVICE USERS SHALL NOT TAKE ANY OF THE FOLLOWING ACTIONS:

(a) commit to using a Service without paying; (b) sign up for, commit to a price for, use, or otherwise solicit a Service with no intention of following through with your use of or payment for the Service; (c) agree to purchase a Service when you do not meet the Service Provider's terms as outlined in the Posting, or agree to purchase a Service with the intention of disrupting a Posting; or (d) misuse any options made available now or in the future by komplaintbox in connection with the use or purchase of any Service.

2. SANCTIONS FOR VIOLATING ANY OF THE RULES FOR SERVICE USERS

If a Service User violates any of the above-referenced rules, komplaintbox, in its sole discretion, may take any of the following actions: (a) limit the Service User's Account privileges; (b) suspend the Service User's Account; and/or (c) decrease the Service User's status earned via the Feedback page.

D. Limitation of our Liability

You hereby release komplaintbox, its officers, directors, agents, and employees from all claims, demands, and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way, connected with the complaint.

We shall in no way be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of the service on the Website. We do not guarantee or take responsibility of your satisfaction with the provided service.

We shall not be liable if any claim arises after the required service is provided by us. All relationships with respect to the availed service between you and us ends once the service is completely provided.

You assume all responsibility and risk with respect to your use of the Website. You understand and agree that, to the fullest extent permitted by law, we disclaim all warranties, representations and endorsements, express or implied, with regard to the site, including, without limitation, implied warranties of title, merchantability, non-infringement and fitness for a particular purpose. We have no duty to update or modify the Website and

we are not liable for our failure to do so. In no event, under no legal or equitable theory (whether tort, contract, strict liability or otherwise), shall we or any of our respective employees, directors, officers, agents or affiliates, be liable hereunder or otherwise for any loss or damage of any kind, direct or indirect, in connection with or arising from the Website, the use of the Website or our agreement with you concerning the Website, including, but not limited to, compensatory, direct, consequential, incidental, indirect, special or punitive damages, lost anticipated profits, loss of goodwill, loss of data, business interruption, accuracy of results, or computer failure or malfunction, even if we have been advised of or should have known of the possibility of such damages.

We shall not be liable to you for any indirect, consequential, incidental, exemplary, or special damages, howsoever caused, in connection with these terms. notwithstanding the foregoing, the maximum aggregate liability of **J3 Consulting Services LLP** (whether in contract, tort (including negligence)) hereunder for all damages, under or in connection with these terms, regardless of the form of action, shall be limited to Rs five thousand (INR 5000). no claim against **J3 Consulting Services LLP** may be brought more than one (1) year after the facts giving rise to such claim have arisen. the foregoing limitations of liability and exclusions of damages in this clause limitation of liability form an essential basis of these terms and shall apply, notwithstanding the failure of essential purpose of any limited warranty or remedy herein.

E. Limitation of Service Provider's Liability

Komplaintbox shall not be liable for a reasonable amount of delay in performing the service. The reasonableness shall be determined on case to case basis but the generally such delays shall be a result of issues which are beyond the capabilities of the Service Provider.

F. Force Majeure

We shall not be liable if the service is delayed due to any force majeure event, arising out of any enforceable circumstances and beyond our reach, including but not limited to fire, flood, earthquakes, strikes, unavailability of necessary utilities, black-out, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or natural disaster.

G. Copyright Infringement Take Down Procedure

Komplaintbox has high regard for intellectual property and expects the same level of standard to be maintained by its users. komplaintbox may, in appropriate circumstances and at its discretion, terminate the Account or prohibit access to the Website of users who infringe upon the intellectual property rights of others.

If you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement and/or trademark infringement, please send the following information to us support@komplaintbox.in if :

(i) identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site;

(ii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Website, and information reasonably sufficient to permit komplaintbox to locate the material.;

(iii) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright and/or trademark owner, its agent, or the law;

(iv) information reasonably sufficient to permit komplaintbox to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

(v) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive interest that is allegedly infringed; and

(vi) a statement by you, made under penalty of perjury, that the information in your report is accurate and that you are the owner of the exclusive right or authorized to act on the behalf of the owner of the exclusive right. A statement by you comprised of the foregoing points is referred to herein as the “**Notice**”.

Only the intellectual property rights owner is permitted to report potentially infringing items through komplaintbox’s reporting system set forth above. If you are not the intellectual property rights owner, you should contact the intellectual property rights owner and they can choose whether to use the procedures set forth in these Terms of Use.

H. Modifications to or Termination of Website

1. MODIFICATION OR CESSATION OF WEBSITE

Komplaintbox reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice and in its sole discretion. You agree that Komplaintbox shall not be liable to you or to any third party for any modification, suspension or discontinuance of Komplaintbox’s Services.

2. TERMINATION BY KOMPLAINTBOX

You hereby acknowledge and agree that Komplaintbox, in its sole and absolute discretion, has the right (but not the obligation) to delete, terminate, or deactivate your Account, block your email or IP address, cancel the authorisation or otherwise terminate your access to or participation in the use of the Website (or any part thereof), or remove and discard any Submitted Content on the Website (“Termination of Service”), immediately and without notice, for any reason, including without limitation, Account inactivity or if Komplaintbox believes or has reason to believe that you have violated any provision of the Terms of Use.

3. TERMINATION BY YOU

You may cancel your use of the Website and/or terminate the Terms of Use with or without cause at any time by writing to us at support@komplaintboxin to deactivate your account.

4. EFFECT OF TERMINATION

Upon termination of your Account, your right to participate in the Website, including, but not limited to, your right to offer or purchase services and your right to receive any fees or

compensation, including, without limitation, referral discounts, incentive bonuses, or other special offer rewards, shall automatically terminate. You acknowledge and agree that your right to receive any fees or compensation hereunder is conditional upon your proper use of the Website, your adherence to the Terms of Use, the continuous activation of your Account, and your permitted participation in the Website. In the event of Termination of Service, your Account will be disabled and you may not be granted access to your Account or any files or other data contained in your Account. Notwithstanding the foregoing, residual data may remain in the Komplaintbox's system.

Unless Komplaintbox has previously cancelled or terminated your use of the Website (in which case subsequent notice by Komplaintbox shall not be required), if you provided a valid email address during registration, Komplaintbox will notify you via email of any such termination or cancellation, which shall be effective immediately upon Komplaintbox's delivery of such notice.

Upon Termination of Service, the following shall occur: all licenses granted to you hereunder will immediately terminate; and you shall promptly destroy all copies of Komplaintbox's Data (as defined below), Marks (as defined below) and other content in your possession or control. You further acknowledge and agree that Komplaintbox shall not be liable to you or any third party for any termination of your access to the Website. Upon Termination of Service, Komplaintbox retains the right to use any data collected from your use of the Website for internal analysis and archival purposes, and all related licenses you have granted Komplaintbox hereunder shall remain in effect for the foregoing purpose.

You agree to indemnify and hold Komplaintbox, and its officers, managers, members, affiliates, successor, assigns, directors, agents, Service Providers, suppliers, and employees harmless from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of the Termination of Service.

I. Intellectual Property Rights

1. KOMPLAINTBOX OWNS OR HOLDS THE LICENSES TO ALL DATA AND MARKS ON THE WEBSITE

The content on the Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Data") and the trademarks, service marks and logos contained therein ("Marks"), are owned by Komplaintbox. Other trademarks, names and logos on this Website are the property of their respective owners.

Data on the Website is provided to you as is for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Komplaintbox reserves all rights not expressly granted in and to the Website and the Data.

You agree not to use, copy, or distribute, any of the Data other than as expressly permitted herein, including any use, copying, or distribution of content obtained through the Website for any commercial purposes. If you download or print a copy of the Data for personal use,

you must retain all copyright and other proprietary notices contained thereon. You agree not to circumvent, disable or otherwise interfere with security features of the Website or features that prevent or restrict use or copying of any Data or enforce limitations on use of the Website or the Data therein.

2. Komplaintbox's LICENSE TO YOU FOR THE USE OF DATA AND MARKS

The Website contains Komplaintbox's Data and Marks, which are, or may become, protected by copyright, trademark, patent, trade secret and other laws, and Komplaintbox owns and retains all rights in the Komplaintbox's Data and Marks. Subject to these Terms of Use, Komplaintbox hereby grants you a limited, revocable, non-transferable, non-sublicensable license to reproduce and display the Komplaintbox's Data (excluding any software source code) solely for your personal use in connection with accessing and participating in the Website.

The Website may also contain Data of other users or licensors, which you shall not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell.

J. Governing Law and Dispute Resolution

This Agreement shall be governed and construed in accordance with the Indian law, without regard to the conflict of laws provision therein.

If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability thereof (a "**Dispute**"), then the parties shall follow the procedure set out in this Clause:

(i) Either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Parties shall attempt in good faith to resolve the Dispute.

(ii) If the Parties are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, either Party may refer the Dispute to final resolution by arbitration by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The place for any arbitration shall be in Chennai and the language shall be English. In the event the Parties fail to agree on the sole arbitrator within thirty (30) days from receipt of a request by one Party from the other Party to so agree, the appointment shall be made, upon request of a Party, by the Chief Justice of the High Court or any person or institution designated by him, in accordance to Section 11(5) of the Arbitration and Conciliation Act, 1996.

Except as set forth above, all matters arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts in Chennai and the Parties hereby irrevocably submit to the jurisdiction of these courts.

K. Indemnity

Each Party undertakes to defend, indemnify and hold harmless the other Party, its subsidiaries, affiliates, agents, officers, employees and assignees on a full indemnity basis, from and against all actions, proceedings claims, demands, costs (including the legal

expenses), damages, judgments, decrees, expenses, penalties and liabilities of any kind or nature whatsoever arising directly or indirectly as a result of any breach or non-performance by such Party of any of its undertakings, warranties, representations or obligations under this Agreement.

You shall indemnify for all the litigations or law suits arising as a result of failure of you to comply with the obligations of the Service Professional as par the terms of this Agreement. You shall indemnify us for the delay or inability in performing Services, due to which we had to indemnify the Service user for the loss suffered. You shall indemnify us in an event where we violate any applicable, state and local law or regulation due to fault on the part of you or your Services.

This Clause K shall survive any termination or repudiation of this Agreement.

L. Cancellation and Refund Rules

You may cancel your registration and the use of the Website with or without cause at any time by writing to us to deactivate your account.

In case of any unusual deductions of money from your wallet / account, even if you have not used the service or have been charged more than what needs to be charged, the amount shall be refunded whether on receipt of complaint from you or detection of such transactions by the management of Komplaintbox, whichever is earlier.

M. Notice

You agree that Komplaintbox may provide you with notices, including those regarding changes to the Terms of Use by email, regular mail, or postings on the Website.

N. General Information

1. ENTIRE TERMS OF USE

The Terms of Use, together with the Privacy Policy and any other legal notices or Additional Policies published by Komplaintbox on the Website, shall constitute the entire agreement between you and Komplaintbox concerning the Website. If any provision of the Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

No waiver of any provision of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Komplaintbox's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

2. STATUTE OF LIMITATIONS

You agree that any cause of action arising out of or related to the Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

3. SECTION HEADINGS

The section headings in the Terms of Use are for convenience only and have no legal or contractual effect.

O. Komplaintbox reserves the right to use the reviews/testimonial given by the customers/clients for spreading awareness and further promotion of the company/website.

Last updated – July 2023