1. Acceptance of Terms

By accessing and using the website <u>www.sevabooking.com</u> (the "Site") or any of its sub-domains and the services offered through it (the "Services"), you ("User" or "you") agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, you must not use the Site or the Services. These Terms constitute a legally binding agreement between you and SevaBooking ("we," "us," or "our").

2. Description of Services

SevaBooking provides an online platform that facilitates access to various services related to Indian temples, including but not limited to:

- Booking of pujas, rituals, and other temple services.
- Making online payments for such services.
- Providing information about temples, their services, and related offerings.
- Facilitating donations to temples (if applicable).

We act as an intermediary platform and are not directly involved in the provision of the temple services themselves, which are offered by the respective temples.

3. User Accounts

3.1. Account Creation: To access certain features of the Site and utilize the Services, you may be required to create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

3.2. Account Security: You are responsible for maintaining the confidentiality of your account credentials, including your username and password. You agree to notify us immediately of any unauthorized access to or use of your account. We will not be liable for any loss or damage arising from your failure to comply with this provision.

3.3. Account Suspension/Termination: We reserve the right to suspend or terminate your account at our sole discretion, without prior notice, for any reason, including but not limited to violation of these Terms.

4. Booking and Payment

4.1. **Booking Process:** When you book a service through the Site, you are making an offer to the respective temple to avail those services on the specified date and time, subject to the temple's availability and terms. Your booking is confirmed when you receive a confirmation from us or the temple (as applicable).

4.2. **Payment:** You agree to pay the fees specified on the Site for the services you book, including any applicable taxes and charges. Payments are processed through our designated online payment gateway(s). You agree to provide valid and accurate payment information and authorize us to charge the applicable fees to your chosen payment method.

4.3. Currency: All transactions are processed in the currency specified on the Site at the time of booking.

4.4. **Cancellations and Refunds:** Cancellation and refund policies vary depending on the specific temple and service booked. Please review the individual service details and the temple's specific policies before making a booking. SevaBooking's role is limited to facilitating the booking and payment process, and we are not responsible for the temple's cancellation or refund policies. Any requests for cancellations or refunds should be directed to the respective temple through the contact information provided on the Site or as per their stated policy. We may, at our discretion, assist in mediating such requests.

4.5. **Pricing Changes:** We reserve the right to change the prices of services listed on the Site at any time without prior notice. Such changes will not affect bookings that have already been confirmed.

5. User Conduct

You agree to use the Site and Services in a responsible and lawful manner. You shall not:

- Use the Site for any illegal or unauthorized purpose.
- Impersonate any person or entity or misrepresent your affiliation with any person or entity.
- Interfere with or disrupt the operation of the Site or the servers and networks connected to it.
- Attempt to gain unauthorized access to any portion of the Site or any other accounts, computer systems, or networks connected to the Site.
- Transmit any viruses, worms, or other malicious code.
- Collect or harvest any personally identifiable information from other users without their consent.
- Post or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.

• Engage in any activity that could damage, disable, overburden, or impair the Site or our Services.

6. Intellectual Property

6.1. Site Content: The Site and its original content, including but not limited to text, graphics, images, logos, and software, are owned by or licensed to SevaBooking and are protected by applicable copyright, trademark, and other intellectual property laws.

6.2. Limited License: We grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Site for your personal, non-commercial use in accordance with these Terms.

6.3. **Restrictions:** You shall not reproduce, modify, distribute, display, perform, publish, license, create derivative works from, or sell any content or information obtained from or through the Site without our express written consent.

7. Third-Party Links and Content

The Site may contain links to third-party websites or resources. We are not responsible for the content, products, services, or privacy practices of such third parties. Your access to and use of third-party websites or resources are at your own risk and subject to their respective terms and conditions.

8. Disclaimer of Warranties

THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY CONTENT AVAILABLE ON OR THROUGH THE SITE.

WE ARE NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY TEMPLE OR OTHER THIRD PARTY PROVIDING SERVICES THROUGH THE SITE.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SEVABOOKING, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SITE OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE OR SERVICES SHALL NOT EXCEED THE AMOUNT YOU PAID TO US (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

10. Indemnification

You agree to indemnify, defend, and hold harmless SevaBooking, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the Site or Services; (b) your violation of these Terms; (c) your violation of any third-party rights, including but not limited to intellectual property rights or privacy rights; or (d) any content you submit, post, or transmit through the Site.

11. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles. Any dispute arising out of or relating to these Terms or the Site or Services shall be subject to the exclusive jurisdiction of the courts located in San Diego, California, United States.

12. Privacy Policy

Your use of the Site and Services is also subject to our Privacy Policy, which is incorporated herein by reference. Please review our Privacy Policy [Link to Privacy Policy].

13. Modifications to Terms

We reserve the right to modify these Terms at any time without prior notice. Any changes to these Terms will be effective immediately upon posting on the Site. Your continued use of the Site or Services after the posting of revised Terms constitutes your acceptance of the changes. It is your responsibility to review these Terms periodically for updates.

14. Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

15. Entire Agreement

These Terms constitute the entire agreement between you and SevaBooking regarding your use of the Site and Services and supersede all prior or contemporaneous communications and proposals, whether oral or written, between you and us.

16. Contact Us

If you have any questions about these Terms or the Services, please contact us at: https://www.sevabooking.com/contact