

Terms & Conditions

Effective Date: 02.10.2025

I. Background and Introduction

This Terms of Service (“Agreement”) governs the relationship between **Elverbo Pvt. Ltd.**, a company incorporated under the **Companies Act, 2013 (India)** with its registered office at Vazhakkad, Malappuram (“Company”, “we”, “our”, or “us”), and any person or entity (“User”, “Customer”, “Provider”) accessing or using the **platforms developed by us**.

The Platform is a digital marketplace that connects Users with independent service Providers for on-demand services including, but not limited to, caregiving, domestic assistance, and professional services.

The Company acts solely as a **facilitator**. We do not directly provide services, employ Providers, or control their actions. The Platform enables:

- Secure communication between Users and Providers
- Cashless payment and transaction management
- Service discovery, booking, and tracking

Users acknowledge that Providers are **independent contractors** and are solely responsible for the quality, safety, and legality of the services rendered.

II. Definitions

- **Platform:** Mobile apps, website, and supporting infrastructure owned and operated by the Company.

- **User / Customer:** Any individual or legal entity creating an account and requesting services.
- **Provider:** Independent contractor offering services via the Platform.
- **Services:** Activities rendered by Providers
- **Account:** Registered profile of a User or Provider.
- **Content:** Text, images, feedback, or materials uploaded on the Platform.
- **Applicable Law:** Local, national, and international laws and regulations governing the use of services and the Platform.
- **Force Majeure:** Events beyond reasonable control (e.g., natural disasters, government action, strikes, pandemics, network outages).

III. Copyright & Intellectual Property

1. **Ownership:** All rights, title, and interest in the Platform, including software, branding, trademarks, and visual design, are owned by the Company or licensed from third parties.
2. **Restrictions on Users:**
 - Users may not reproduce, copy, or modify Platform content.
 - Reverse engineering or attempting to extract source code is prohibited.
 - Use of trademarks or branding without written permission is prohibited.
3. **User Content License:** By uploading content (reviews, images, comments), Users grant the Company a non-exclusive, royalty-free, worldwide license to use, reproduce, distribute, and promote such content.

Terms & Conditions of Use

4.1 Acceptance: By creating an account or using the Platform, Users and Providers agree to these Terms. If you disagree, you must stop using the Platform immediately.

4.2 Eligibility:

- Users must be at least 18 years of age or of legal majority in their jurisdiction.
- Providers must hold all required licenses, permits, and insurance and comply with applicable laws.

4.3 Account Obligations:

- Provide accurate, complete, and up-to-date information.
- Keep login credentials confidential.
- Notify the Company of any unauthorized access.

4.4 Service Scope:

- The Company provides a technology interface only.
- Providers are independent and not employees.
- The Company does not control the delivery method, tools, or conduct of the service.

4.5 Payments:

- All payments must be processed through the Platform.
- The Company may charge fees/commissions for transactions.
- Refunds are subject to Section XII.

- Unauthorized transactions or fraudulent activity may result in account suspension.

4.6 Limitation of Liability:

- The Company is not liable for indirect, incidental, or consequential damages.
- Liability is limited to the amount paid by the User within the last two months.

4.7 Indemnity:

- Users and Providers agree to indemnify, defend, and hold harmless the Company against claims, damages, liabilities, costs, or expenses arising from violation of these Terms, illegal or negligent actions, misuse of the Platform, or third-party claims.

4.8 Termination:

- The Company may suspend or terminate accounts for fraud, repeated cancellations, or non-compliance.

Privacy Policy

5.1 Personal Data Collected

- **Identity Data:** Name, email, phone number, payment information.
- **Usage Data:** Device info, IP address, cookies, platform interactions.
- **Location Data:** Real-time GPS tracking (with consent).
- **Transaction Data:** Bookings, payments, service history.

5.2 Purpose of Data Collection

- Facilitate bookings and service delivery.
- Process payments securely.
- Improve services and user experience.
- Detect and prevent fraud.
- Comply with legal obligations.

5.3 Data Sharing

- Shared with Providers for service delivery.
- Shared with third-party processors for payments and analytics.
- Disclosed to regulatory authorities as required by law.

5.4 Data Retention

- Stored only as long as necessary for operations, compliance, or dispute resolution.

5.5 User Rights

- Request data access, correction, or deletion.
- Opt-out of marketing communications.
- Withdraw consent for location tracking.

VI. Third-Party Data Providers

Some Platforms developed by us integrates services such as Google Maps, Apple Maps, payment gateways, AWS/Firebase, and similar providers. Users agree to the terms and policies of these providers when using integrated features.

VII. Location Information

GPS location data is used to:

- Match Users with Providers.
- Optimize routing and service delivery.
- Improve overall platform functionality.

VIII. Regulatory Compliance

- Providers must maintain valid licenses, insurance, and comply with all applicable laws.
- Users must use services lawfully.
- The Company complies with **DPDPA (India), IT Act (India)**, and other relevant e-commerce regulations.

IX. Dispute Resolution

- Disputes must first be addressed via Customer Support.
- If unresolved, disputes may be referred to **binding arbitration** under the Arbitration and Conciliation Act, 1996.
- Courts in **Kerala, India** have exclusive jurisdiction.

X. Force Majeure

The Company is not liable for service disruptions caused by events beyond reasonable control, including:

- Natural disasters
- Strikes or labor disputes
- Government restrictions
- Network failures
- Pandemics

XI. Code of Conduct & Liability

1. Purpose

This section establishes behavioral expectations for all Users and Providers, ensuring a safe, professional, and trustworthy environment. It also defines the platform's liability limits regarding provider conduct and credentials.

2. Applicability

This Code applies to:

- All registered Users accessing services.
- All Providers offering services through the Platform.
All interactions, including bookings, communications, and service delivery, are subject to these rules.

3. User Responsibilities

- **Respect and Safety:** Treat Providers with courtesy and respect. Harassment, threats, or discrimination are prohibited.
- **Booking and Payments:** Follow booking, payment, and cancellation policies. Refunds governed by platform rules and Provider agreements.
- **Communication:** Communicate clearly and respectfully through the Platform. Avoid sharing personal contact details prematurely.
- **Prohibited Activities:** Fraud, harassment, illegal actions, or misrepresentation of identity.

4. Provider Responsibilities

- **Professional Conduct:** Deliver services as described and agreed. Maintain professionalism in all interactions.
- **Transparency and Credentials:** Provide valid certificates, licenses, or proof of qualifications. The Platform does not verify past conduct beyond submitted documents.
- **Privacy and Safety:** Protect Users' personal information. Avoid unsafe situations and report concerns promptly.
- **Prohibited Activities:** Offering services outside the Platform, harassment, discrimination, exploitation, or misrepresentation of skills.

5. Liability Disclaimer

- The Platform acts solely as a facilitator connecting Users and Providers.
- The Platform is not responsible for the past conduct or professional history of any Provider.
- The Platform does not guarantee the quality, reliability, or legality of services rendered.
- Disputes between Users and Providers must be resolved directly, with the Platform serving only as a mediator if requested.

6. Reporting Violations

Users and Providers may report misconduct or violations via the Platform's reporting tools. The Platform reserves the right to suspend or terminate accounts for breaches of this Code.

7. Review and Updates

This Code of Conduct may be updated periodically. Users and Providers are expected to review and comply with the latest version.

XII. Final Provisions

These Terms constitute the entire agreement between Elverbo Pvt. Ltd. and its Users/Providers. If any clause is found invalid, the remaining provisions remain enforceable.